

REGULAR MEETING - CITY COUNCIL / LINCOLN REDEVELOPMENT SUCCESSOR AGENCY /
LINCOLN PUBLIC FINANCING AUTHORITY
December 13, 2016



**CITY OF LINCOLN
REGULAR MEETING - CITY COUNCIL /
LINCOLN REDEVELOPMENT SUCCESSOR
AGENCY / LINCOLN PUBLIC FINANCING
AUTHORITY
December 13, 2016**

Spencer Short, Mayor

Peter Gilbert, Mayor Pro Tem

Paul Joiner, Council Member

Stan Nader, Council Member

Gabriel Hydrick, Council Member

AS A COURTESY, PLEASE TURN OFF ALL CELL PHONES & ELECTRONIC DEVICES DURING THE MEETING

REGULAR CITY COUNCIL

6:00 PM

City Hall

Council Chambers

600 Sixth Street

Lincoln, CA 95648

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**



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4. Invocation by Father Andrew Kadel of St. James Episcopal Church.

5. PRESENTATIONS

5.A. **ELECTION CERTIFICATION (Seated Council)** - Adopt **RESOLUTION 2016-228** Certifying the Official Canvass of Election Returns for The General Municipal Election Held November 8, 2016. (Scanlon)

[5A.Lincoln Staff Report & Reso for Official Cavass of Election Returns.GSCANLON.final.pdf](#)

5.B. RECOGNITION OF EXITING CITY TREASURER

5.C. RECOGNITION OF EXITING CITY COUNCILMEMBER

5.D. OATH OF OFFICE - CITY TREASURER

5.E. OATH OF OFFICE - CITY COUNCILMEMBER (1)

5.F. OATH OF OFFICE - CITY COUNCILMEMBER (2)

5.G. OATH OF OFFICE - CITY COUNCILMEMBER (3)

5.H. BREAK FOR REFRESHMENTS

6. CALL TO ORDER - NEWLY ELECTED COUNCILMEMBERS

7. Agenda Review Modification

8. Citizens Addressing Council - If you wish to address Council on any item of interest to the public and within the Council's purview (the item may or may not be on the agenda), please complete a speaker card (voluntary) and deliver it to the City Clerk prior to the



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meeting. When your name is called, stand to be recognized by the Mayor. Please note: comments from the audience WITHOUT coming to the podium may be disregarded or ruled out of order. All speakers' time will be limited to three (3) minutes, unless extended by the Mayor. ALL comments/questions should be addressed to the Mayor and in most cases, the City Council is prohibited from discussing or taking action on any item not appearing on the posted agenda.

9. Presentations

9.A. **LINCOLN THEATRE COMPANY ANNUAL REPORT.** *(Paul Schechter)*

10. **Consent** - NOTICE TO THE PUBLIC: All matters on the Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a member of the City Council or a citizen requests a specific item be removed from the Consent Agenda for separate action. Any items removed will be considered after the remainder of the Consent Agenda.

10.A. **MINUTES** –Approve Minutes of the November 15, 2016 Regular & Special Meetings. *(Scanlon)*

[10A minutes final.pdf](#)

10.B. **WARRANTS** – Adopt **Resolution 2016-229** receiving/filing Warrants of November 4, 10,18 and December 2, 2016. *(Scanlon)*

[10B Warrants 2016.December 13.gscanlon.pdf](#)

10.C. **1st AMENDMENT TO LICENSE AGREEMENT WITH WILLIAM JESSUP UNIVERSITY FOR MCBEAN STADIUM** - Adopt **RESOLUTION 2016-230** approving and authorizing the City Manager to execute a First Amendment to License Agreement with William Jessup University. *(Tillman)*

[10C Staff Report Reso First Amendment to License Agreement With WJU.2016December13.StillmanLWalker.pdf](#)

10.D. **BUDGET AUGMENTATION FOR CIP 135 ANNUAL WATERLINE REPLACEMENT PROJECT FOR CONSTRUCTION AND ENGINEERING DESIGN SERVICES, CREATION OF CIP 409; A - D STREETS WATERLINE REPLACEMENT AND STREET RECLAMATION PROJECT, AND ALLOCATION OF BOND PROCEEDS FROM FORMER RDA TO CIP 409 AND EXCHANGE OF \$744,000 FROM FUND 711 TO FUND 540** - (1) Adopt **RESOLUTION 2016-231** allocating \$1,040,000 from the unencumbered balance of Fund 711 – Water Capital Replacement Fund to CIP 135 – Annual Waterline Replacement Project for replacement of waterlines on H, I, J, 8th and 9th Streets; (2) Adopt **RESOLUTION 2016-232** creating CIP 409: A – D Streets Waterline Replacement & Street Reclamation Project and allocating \$107,500 from unencumbered balance of Fund 711 – Water Capital Replacement Fund and allocating \$152,500 from unencumbered balance of Fund 221 – Street Fund Gas Tax to CIP 409 – Downtown Waterline and Street Replacement Project; and (3) Adopt **RESOLUTION 2016-233** approving the allocation of bond proceeds from the former RDA in the amount of \$744,000 for portions of the projects that are included within the boundaries of the former Redevelopment Project Area and exchange of \$744,000 from Fund 711 Water Capital Replacement to Fund



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540 Capital Replacement. (*Leftwich*)

[10D CIP 135 CIP 409 Budget Augmentation.DOC1.Staff Report Resolution&ATTACHMENT S.2016December13.mfernandez.pdf](#)

10.E. **NELSON LANE BRIDGE PROJECT - RIGHT OF WAY PURCHASE AND GRANT OF EASEMENTS** - Adopt **RESOLUTION 2016-234** authorizing the City Manager to sign the necessary escrow documents for the purchase of right of way and the granting of easements required for the Nelson Lane Bridge Project. (*Leftwich*)

[10E Nelson Lane Right of Way.DOC 1.Staff Report Resolution&ATTACHMENTS.2016December13.rneufeld.pdf](#)

10.F. **AMENDMENT TO MUNICIPAL CODE AND ENACTING P-PARKS& ENACTING PUB – PUBLIC USES** - Second reading and adoption of **ORDINANCE 929B** amending Lincoln Municipal Code Section 18.06.010; **ORDINANCE 930B** enacting Chapter 18.31 PUB – Public Uses; and **ORDINANCE 931B** enacting Chapter 18.33 P – Parks. (*Poetsch*)

[10F PUB P Second Reading-CC Final\(2\).pdf](#)

10.G. **WILLOW ROOM FEE REDUCTION** - Adopt **RESOLUTION 2016-235** approving change to Master Fee Schedule in regards to the Library Willow Room. (*Hunt*)

[10G Willow Room Fee Schedule.DOC1.Staff Report and Resolution.2016Dec13.pdf](#)

10.H. **AUTHORIZE CITY SPONSORSHIP OF AIRFEST 2017**- Adopt **RESOLUTION 2016-236** authorizing: 1) the City's sponsorship of the 2017 AirFest at the Lincoln Regional Airport; and 2) authorizing a budget augmentation of the Fiscal Year 16/17 Annual Budget in the amount of \$14,700 from the Airport Fund 750 to cover the City's cost to sponsor the event. (*Hanson*)

[10H Airfest Staff Report and Reso RC FINAL.pdf](#)

10.I. **FIRE ENGINE PURCHASE** - Adopt **RESOLUTION 2016-237** authorizing the following items: 1) the City Manager to purchase a Hi-Tech/Spartan Gladiator LFD fire engine for the Fire Department using a tag-on (piggyback contract) with the City of San Jose for an amount not to exceed \$598,090; and 2) authorizing a budget augmentation in the amount of \$12,190 from the Vehicle Replacement Fund 610 to cover the total purchase. Fire Engine Purchase. (*Hanson*)

[10I Hi-Tech Staff Report-12.1.16.pdf](#)

10.J. **AGREEMENT WITH ARC ALTERNATIVES TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO ASSIST WITH IMPLEMENTATION OF TWO PHOTOVOLTAIC POWER SYSTEM (SOLAR PROJECTS)** - Adopt **RESOLUTION 2016-238** authorizing: the City Manager to enter into a professional Services Agreement with ARC Alternatives to provide professional engineering services to assist with Capital Improvement Project (CIP) #407 Wastewater Treatment and Reclamation Facility (WWTRF) Solar Project and CIP #409 Citywide Solar Project (solar projects) for an amount not to exceed \$109,761 (including a 10% contingency and proposed add alternatives), for a two year term with the option to renew for one additional two year term; and augment the 2016/2017 Annual Budget to include: \$54,881 for (CIP) #407 from the Wastewater Fund 720 and \$54,880 for CIP



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#409 from the Water Fund 710. *(Hanson)*

[10J Council Agenda Item Solar Engineer & ATTACHMENTS 12-13-16 FINAL.pdf](#)

11. Public Hearings

11.A. URGENCY ORDINANCE EXTENDING A TEMPORARY MORATORIUM PROHIBITION THE OUTDOOR CULTIVATION OF MARIJUANA AND PROHIBITING THE SALE OF NONMEDICAL MARIJUANA - Conduct a Public Hearing and Introduce by Title and Summary Only and Urgency **ORDINANCE 933B** Extending a Temporary Moratorium Prohibiting the Outdoor Cultivation of Marijuana and Prohibiting the Sale of Nonmedical Marijuana. *(Ebrahimi)*

[11A Lincoln extension of marijuana moratorium staff report & ORDINANCE proposition 64 .pdf](#)

11.B. ADOPTION OF TEXT AMENDMENTS TO CHAPTER 18.22, COMMERCIAL DISTRICT (OUTDOOR STORAGE), AND 18.60, ALCOHOL SALES – (1) Conduct a Public Hearing; (2) Waive full reading and introduce by title and number the following Text Amendments to the following Chapters of the Lincoln Zoning Ordinance: (a.) Adopt **Ordinance 934B** amending Chapter 18.22 – Commercial District; and, (b) Adopt **Ordinance 935B** amending Chapter 18.60 – Alcohol Sales. *(Bermudez)*

[11B Alcohol Sales Outdoor storage CC StaffRpt JBv2LWv3JB.pdf](#)

11.C. VILLAGE 7 PHASE 1 VESTING TENTATIVE SUBDIVISION MAP AND RELATED AMENDMENTS - (1) Conduct a Public Hearing for the Village 7 Phase 1 Vesting Subdivision Map and Related Amendments; (2) Adopt **RESOLUTION 2016-239**, thereby determining the project has been adequately addressed under the Village 7 Specific Plan Project EIR (SCH No. 2005062001) and that no further analysis under the California Environmental Quality Act (CEQA) is required or appropriate; (3) Adopt **RESOLUTION 2016-240**, thereby amending the General Plan land use diagram to reflect the amended land uses requested by the applicant; (4) Adopt **RESOLUTION 2016-241**, thereby amending the Village 7 Specific Plan to reflect the amended land uses requested by the applicant; (5) Introduce and waive first reading of **ORDINANCE 927B**, thereby amending the Village 7 General Development Plan to reflect the amended land uses requested by the applicant.; (6) Adopt **RESOLUTION 2016-242**, thereby approving the Village 7- Phase 1 Vesting Tentative Subdivision Map; (7) Introduce and waive first reading of **ORDINANCE 928B**, thereby amending the Village 7 Development Agreement between the City of Lincoln and Lincoln Land Holdings LLC aka Lewis Communities. *(Junker)*

[11C Village7 CC Staff Report v4.pdf](#)

[11C Village7 CC Exhibits Complete.pdf](#)

12. General Business

12.A. APPROVING THE SALARY SCHEDULE CHANGES TO INCLUDE NEW POSITIONS, PUBLISH TWO SALARY SCHEDULES FOR LPOA AND PUBLIC SAFETY MID-MANAGEMENT, IMPLEMENT MINIMUM WAGE ADJUSTMENTS AND IMPROVE FORMATTING - Adopt **RESOLUTION 2016-243** 1) Approving the Salary Schedule Changes to Include the Library Manager and GIS Analyst I/II Classifications, 2) Publish Two Salary Schedules for LPOA and Public Safety Mid-Management to Reflect a 2080 hour and 2184 hour Work Schedule, 3)



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Implement Minimum Wage Adjustments, and 4) Improve Formatting (*Trupovnieks*)

[12A final.pdf](#)

12.B. AUTHORIZING THE CITY MANAGER TO MAKE CHANGES TO THE CALPERS HEALTH CONTRACT – Adjusting Employer Healthcare Contributions for Department Heads, City Manager, and City Council - Adopt **RESOLUTION 2016-244** authorizing the City to make changes to the current CalPERS Healthcare Contract for three distinct groups: Department Heads, City Manager, and City Council. Staff requests the authorization to make the appropriate adjustment to the healthcare contract with PERS reflecting the language in the current individual employment contracts. The language in the individual contracts are each tied to the lowest cost HMO healthcare plan available in the Sacramento Region and the lowest cost plan has changed to Kaiser for the 2017 calendar year. (*Trupovnieks*)

[12B Change CalPERS ER health contributions 2017 chgs CM DH CC -rpt,reso 2016Dec 13.pdf](#)

12.C. NOTICE OF COMPLETION FOR THE MID-WESTERN PLACER REGIONAL SEWER PROJECT - REGIONAL AND RECLAMATION PIPELINES - Adopt **RESOLUTION 2016-245** accepting the scope of work performed by Steven P. Rados, Inc. (Rados) for the Mid-Western Placer Regional Sewer Project – Regional and Reclamation Pipelines (Project) as complete and authorizing the City Clerk to file a Notice of Completion with the Placer County Recorder. (*Leftwich*)

[12C Regional Sewer Pipeline NOC.DOC1.staff report resolution and Attachment A-F NOC.rle ftwich.pdf](#)

12.D. EXTENSION OF AGREEMENT FOR PURCHASE AND ASSIGNMENT OF CONSERVATION EASEMENT BY AND BETWEEN CITY AND LEWIS (Lincoln Land Holdings, LLC) - Adopt **RESOLUTION 2016-246** authorizing the City Manager to execute an extension of the Agreement for the Purchase and Assignment of Conservation Easement by and between the City of Lincoln (Seller) and Lincoln Land Holdings, LLC (Buyer); regarding 162± acres of City owned land located north of the WWTRF for the development of a mitigation resource area pursuant to a conservation easement. (*Wheeler*)

[12D Lewis Cnsvtn Esmt Extension CC StaffRept 20161213 v3.pdf](#)

12.E. NID TAX SHARING AGREEMENT - (1) Review the Tax Sharing Agreement between Nevada Irrigation District and the City of Lincoln for annexation of exclusion area properties within the NID service boundary, and; (2) Adopt **RESOLUTION 2016-247** to approve the tax sharing agreement between the City of Lincoln and Nevada Irrigation District. (*Wheeler*)

[12E NID Tax Sharing Agrmt CC, reso & ex 2&3 20161213 mjlV3.pdf](#)

12.F. APPROVAL OF THE PFE IMPLEMENTATION PLAN AND POLICIES - Adopt **RESOLUTION 2016-248** to approve the Public Facilities Element Implementation Plan and Policies, and (2) review as an information item the proposed Master PFE List for Transportation, Water, Wastewater and Drainage. (*Ambrose*)

[12f PFE Implementation Plan 12-13-16 SA rpt & reso&attachments.pdf](#)



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13. Information Items

14. Council Initiated Business

14.A. **STRATEGIC ACTION PLAN FOR ECONOMIC DEVELOPMENT** - Council consensus to receive written quarterly reports. *(Nader)*

[14A.pdf](#)

14.B. **ROLE OF ELECTED OFFICIALS IN ECONOMIC DEVELOPMENT** - Council consensus to placing of the document on the City's webpage for economic development. *(Nader)*

[14B.pdf](#)

14.C. **POLICY DIRECTION REGARDING THE DEVELOPMENT OF CITY-OWNED PROPERTY ON 1ST STREET, ADJACENT TO FIRE STATION #34 (former Creekside Village project).** *(Nader)*

[14c City Property policy direction CC StaffRpt&MAP 20161213 JBV3 2 .pdf](#)

15. Committee Reports

16. CITIZENS ADDRESSING COUNCIL - CLOSED SESSION

17. Adjournment



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NOTE: *Materials related to an item on this Agenda submitted to the Council/Redevelopment Successor Agency after distribution of the agenda packet are available for public inspection in the City Clerk's office at 600 Sixth Street, Lincoln, CA during normal business hours. Such documents are also available on the City of Lincoln's website at <http://www.lincolncalifornia.gov/> subject to staff's availability to post the documents before the meeting.*

In compliance with the American with Disabilities Act, the City will provide special assistance for disabled members of the public. The meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need a disability-related modification or accommodation to participate in the meeting, please contact the City Clerk's Office at (916) 434-2490. As a courtesy, please make every effort to inform the Clerk of your needs at least 24 hours prior to the meeting so the City may make reasonable arrangements to ensure accessibility to this meeting.

Pursuant to applicable laws and regulations, including without limitation, California Government Code Section 65009 and/or California Public Resources Code Section 21177, if you wish to challenge in court any of the above decisions (including any action regarding planning, zoning and/or environmental decisions), you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the City at, or prior to, the public hearing.



5A

CITY COUNCIL REPORT

SUBJECT: Adopt a Resolution Certifying the Official Canvass of Election Returns for the General Municipal Election Held November 8, 2016

SUBMITTED BY: Gwen Scanlon, City Clerk

DEPARTMENT: City Manager's Department

DATE: December 13, 2016

STRATEGIC RELEVANCE: N/A – Necessary Administrative Action

STAFF RECOMMENDATION:

Adopt a Resolution Certifying the Official Canvass of Election Returns for The General Municipal Election Held November 8, 2016.

EXECUTIVE SUMMARY:

- A general election was held on November 8, 2016, to fill the seat of the Treasurer and three members of the City Council.
- The City Clerk, as the Elections Official, is required to submit the certified results of the election to the governing body.
- Per the Election Code, the City Council certifies that the person receiving the highest number of votes for each office is elected to that office and then declares the certification through a resolution.
- The following candidates received the highest number of votes cast:

For Treasurer: Gerald Harner

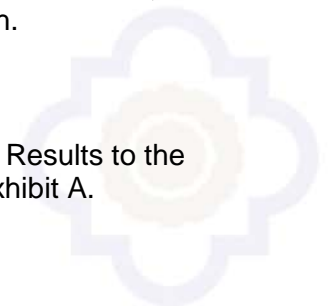
For Council: Paul Joiner, Peter Gilbert, and Dan Karleskint.

BACKGROUND / INTRODUCTION:

The City's election was consolidated with the general election held on November 8, 2016 and the voters elected Gerald Harner as Treasurer for a term of four years, and Paul Joiner, Peter Gilbert, and Dan Karleskint as Councilmembers for a term of four years each.

FINDINGS/ANALYSIS:

The Placer County Registrar of Voters provided the Certification of Election Results to the Lincoln City Clerk. The certified results are attached to the Resolution as Exhibit A.





ALTERNATIVES:

As this is a legal requirement, there are no alternatives to the recommended action.

FISCAL IMPACT:

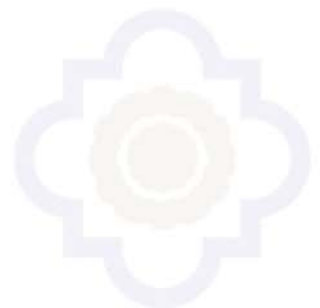
None

CITY MANAGER REVIEW OF CONTENT: MB

APPROVED AS TO LEGAL FORM: LZW

ATTACHMENTS:

Resolution No. 2016-228



RESOLUTION NO. 2016 – 228

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN, CALIFORNIA,
RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON THE
EIGHTH DAY OF NOVEMBER 2016, DECLARING THE RESULTS AND SUCH
OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a General Municipal Election was held and conducted in the City of Lincoln, California, on Tuesday, November 8, 2016, as required by law; and

WHEREAS, notice of election was given in time, form and manner as provided by law, candidates were nominated to fill the vacancy or vacancies as provided by law; the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the laws of the State of California relating to General Law cities and the Charter of the City of Lincoln; and

WHEREAS, the Placer County Registrar of Voters canvassed the returns of the election and has certified the results to the City of Lincoln, and said results are received, attached and made a part hereof as Exhibit "A"; and

WHEREAS, said General Municipal election was held for the purpose of electing the following officers of said City as required by the laws relating to cities in the State of California, to wit:

- One (1) Treasurer of the City Council of said City for the full term of four years;
- Three (3) Members of the City Council of said City for the full term of four years;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lincoln as follows:

SECTION 1. That the names of persons voted for at said election for Treasurer of the City Council of said City is as follows:

- Gerald Harner

SECTION 2. That the names of persons voted for at said election for Members of the City Council are as follows:

- Paul Joiner
- Peter Gilbert
- Dan Karleskint
- Spencer Short
- Holly Woods Andreatta
- Brandy Waters

SECTION 3. The City Council does declare and determine that Gerald Harner was elected as Treasurer for the full term of four (4) years; and Paul Joiner and Peter Gilbert and Dan Karleskint were elected as Members of the City Council for the full term of four (4) years each.

SECTION 4. That the City Clerk shall immediately make and deliver to each of the persons so elected, a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected, the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the Office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 5. That the City Clerk shall certify to the passage of the Lincoln City Council held this 13th day of December, 2016 by the following vote:

PASSED AND ADOPTED this 13th day of December 2016.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

Spencer Short, Mayor

ATTEST:

Gwen Scanlon, City Clerk



Placer County Elections Division

Home » Election Info » Election Night Results

Election Night Results

PLACER COUNTY OFFICIAL ELECTION SUMMARY November 8, 2016 FINAL

12/06/16
19:01:12

Registered Voters 226454 - Cards Cast 190550 84.15%

Num. Report Precinct 363 - Num. Reporting 363 100.00%

PRESIDENT AND VICE PRESIDENT

Number of Precincts	Total	
Precincts Reporting	363	100.0 %
Vote For	1	
Total Votes	186024	
DONALD J TRUMP	RAI	95138 51.14%
HILLARY CLINTON	DEM	73509 39.52%
GARY JOHNSON	LIB	9245 4.97%
JILL STEIN	GRN	2501 1.34%
BERNARD SANDERS		1132 0.61%
EVAN MCMULLIN		1032 0.55%
GLORIA ESTELA LA RIV	PFP	238 0.13%
MIKE MATUREN		33 0.02%
LAURENCE KOTLIKOFF		10 0.01%
JERRY WHITE		1 0.00%
Write-in Votes		3185 1.71%

UNITED STATES SENATOR

Number of Precincts	Total	
Precincts Reporting	363	100.0 %
Vote For	1	
Total Votes	141879	
KAMALA D. HARRIS	DEM	89687 63.21%
LORETTA L. SANCHEZ	DEM	52192 36.79%

UNITED STATES REPRESENTATIVE 1ST

Number of Precincts	Total	
Precincts Reporting	79	100.0 %
Vote For	1	
Total Votes	23366	
DOUG LA MALFA	REP	14744 63.10%
JIM REED	DEM	8622 36.90%

UNITED STATES REPRESENTATIVE 4TH

Number of Precincts	Total	
Precincts Reporting	284	100.0 %
Vote For	1	
Total Votes	155618	
TOM MCCLINTOCK	REP	96970 62.31%
ROBERT W. DERLET	DEM	58648 37.69%

STATE SENATOR 1ST SENATE DISTRICT

Number of Precincts	Total	
Precincts Reporting	259	100.0 %
Vote For	1	
Total Votes	114061	
TED GAINES	REP	74326 65.16%
ROB ROWEN	DEM	39735 34.84%

MEMBER OF STATE ASSEMBLY 1ST DISTRICT

Number of Precincts	Total	
Precincts Reporting	81	100.0 %
Vote For	1	
Total Votes	26191	
BRIAN DAHLE	REP	18219 69.56%
DONN COENEN	LIB	7972 30.44%

MEMBER OF STATE ASSEMBLY 5TH DISTRICT

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the Voting Process?](#)

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Information»](#)

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[Learn how you can get involved
today!»](#)

[Want To Learn
How To Vote By
Mail?](#)

[Vote By Mail Voting»](#)

	Total	
Number of Precincts	40	
Precincts Reporting	40	100.0 %
Vote For	1	
Total Votes	10940	
FRANK BIGELOW	REP 6727	61.49%
ROBERT CARABAS	DEM 4213	38.51%

MEMBER OF STATE ASSEMBLY 6TH DISTRICT		
	Total	
Number of Precincts	242	
Precincts Reporting	242	100.0 %
Vote For	1	
Total Votes	135742	
KEVIN KILEY	REP 89413	65.87%
BRIAN CAPLES	DEM 46329	34.13%

ROCKLIN UNIFIED SCHOOL DISTRICT		
	Total	
Number of Precincts	38	
Precincts Reporting	38	100.0 %
Vote For	2	
Total Votes	39488	
ERIC STEVENS	14754	37.36%
CAMILLE E. MABEN	12783	32.37%
KATHY TURNER	11760	29.78%
Write-in Votes	191	0.48%

EAST NICOLAUS JOINT UNION HIGH SCHOOL		
	Total	
Number of Precincts	1	
Precincts Reporting	1	100.0 %
Vote For	3	
Total Votes	75	
BRUCE WANNER	24	32.00%
ED HENDERSON	18	24.00%
JEFF TUDOR	17	22.67%
KIMBERLY BORN	12	16.00%
HARVEY TAYLOR	4	5.33%
Write-in Votes	0	0.00%

ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT		
	Total	
Number of Precincts	106	
Precincts Reporting	106	100.0 %
Vote For	3	
Total Votes	138708	
GARY T. JOHNSON	30796	22.20%
JULIE HIROTA	30127	21.72%
PAIGE K. STAUSS	28636	20.64%
RENE AGUILERA	25889	18.66%
ANDREW TAGG	22807	16.44%
Write-in Votes	453	0.33%

COLFAX ELEMENTARY SCHOOL DISTRICT		
	Total	
Number of Precincts	7	
Precincts Reporting	7	100.0 %
Vote For	2	
Total Votes	2791	
ALICIA ACKERMAN	1189	42.60%
KAREN MARIE SHEETS	1059	37.94%
JOHN JAMES	515	18.45%
Write-in Votes	28	1.00%

NEWCASTLE ELEMENTARY SCHOOL DISTRICT		
	Total	
Number of Precincts	9	
Precincts Reporting	9	100.0 %
Vote For	2	
Total Votes	2088	
STEVEN E. PECK	826	39.56%
JEFF SEVEY	756	36.21%
SUE STACK	491	23.52%
Write-in Votes	15	0.72%

ROSEVILLE CITY SCHOOL DISTRICT 2 YEAR TERM		
	Total	
Number of Precincts	61	
Precincts Reporting	61	100.0 %
Vote For	1	
Total Votes	34768	
ALISA R. FONG	20032	57.62%
DAVID C. LARSON	14657	42.16%
Write-in Votes	79	0.23%

ROSEVILLE CITY SCHOOL DISTRICT		
	Total	
Number of Precincts	61	
Precincts Reporting	61	100.0 %
Vote For	2	
Total Votes	54629	
JULIE CONSTANT	21266	38.93%

GARY MILLER	17152	31.40%
DOYLE S. RADFORD, JR	16037	29.36%
Write-in Votes	174	0.32%

CITY OF AUBURN MEMBER OF CITY COUNCIL

	Total	
Number of Precincts	15	
Precincts Reporting	15	100.0 %
Vote For	2	
Total Votes	11491	
CHERYL MAKI	3408	29.66%
BILL KIRBY	2360	20.54%
ROGER LUEBKEMAN	1933	16.82%
DAVID E. LAWICKA	1914	16.66%
KEITH NESBITT	1816	15.80%
Write-in Votes	60	0.52%

CITY OF AUBURN CITY CLERK

	Total	
Number of Precincts	15	
Precincts Reporting	15	100.0 %
Vote For	1	
Total Votes	5494	
STEPHANIE SNYDER	5404	98.36%
Write-in Votes	90	1.64%

CITY OF AUBURN CITY TREASURER

	Total	
Number of Precincts	15	
Precincts Reporting	15	100.0 %
Vote For	1	
Total Votes	6519	
DONNA SILVA	3650	55.99%
MIKE HOLMES	2834	43.47%
Write-in Votes	35	0.54%

CITY OF COLFAX MEMBER OF CITY COUNCIL

	Total	
Number of Precincts	2	
Precincts Reporting	2	100.0 %
Vote For	2	
Total Votes	1129	
KIM A. DOUGLASS	324	28.70%
WALLY COSTA	313	27.72%
MARNIE MENDOZA	279	24.71%
NICOLE MALDONADO	207	18.33%
Write-in Votes	6	0.53%

CITY OF COLFAX CITY TREASURER

	Total	
Number of Precincts	2	
Precincts Reporting	2	100.0 %
Vote For	1	
Total Votes	604	
TIMOTHY D. RYAN	592	98.01%
Write-in Votes	12	1.99%

CITY OF LINCOLN MEMBER OF CITY COUNCIL

	Total	
Number of Precincts	27	
Precincts Reporting	27	100.0 %
Vote For	3	
Total Votes	52251	
PAUL JOINER	13757	26.33%
PETER GILBERT	9333	17.86%
DAN KARLESKINT	8728	16.70%
SPENCER SHORT	8205	15.70%
HOLLY WOODS ANDREATT	7205	13.79%
BRANDY WATERS	4709	9.01%
Write-in Votes	314	0.60%

CITY OF LINCOLN CITY TREASURER

	Total	
Number of Precincts	27	
Precincts Reporting	27	100.0 %
Vote For	1	
Total Votes	16667	
GERALD HARNER	16438	98.63%
Write-in Votes	229	1.37%

TOWN OF LOOMIS MEMBER OF TOWN COUNCIL

	Total	
Number of Precincts	9	
Precincts Reporting	9	100.0 %
Vote For	2	
Total Votes	4094	
RHONDA MORILLAS	2029	49.56%
TIM ONDERKO	1967	48.05%
Write-in Votes	98	2.38%

TOWN OF LOOMIS TOWN CLERK

	Total
Number of Precincts	9

Precincts Reporting	9	100.0 %
Vote For	1	
Total Votes	2830	
CHARLEEN STROCK	2783	98.34%
Write-in Votes	47	1.66%

TOWN OF LOOMIS TOWN TREASURER

	Total	
Number of Precincts	9	
Precincts Reporting	9	100.0 %
Vote For	1	
Total Votes	2762	
ROGER M. CARROLL	2722	98.55%
Write-in Votes	40	1.45%

CITY OF ROCKLIN MEMBER OF CITY COUNCIL

	Total	
Number of Precincts	39	
Precincts Reporting	39	100.0 %
Vote For	3	
Total Votes	57253	
JOE PATTERSON	13571	23.70%
GREG JANDA	11820	20.65%
KEN BROADWAY	11252	19.65%
DAVE BUTLER	10394	18.15%
MIKE MATTOS	5261	9.19%
MICHELE VASS	4670	8.16%
Write-in Votes	285	0.50%

CITY OF ROSEVILLE MEMBER OF CITY COUNCIL

	Total	
Number of Precincts	82	
Precincts Reporting	82	100.0 %
Vote For	3	
Total Votes	121576	
BONNIE M. GORE	29112	23.95%
SCOTT ALVORD	22949	18.88%
JOHN ALLARD	21877	17.99%
PHIL OZENICK	21602	17.77%
RICHARD ROCCUCCI	16942	13.94%
MAXINE SARMIENTO	8792	7.23%
Write-in Votes	302	0.25%

TRUCKEE TAHOE AIRPORT DISTRICT DIRECTOR

	Total	
Number of Precincts	22	
Precincts Reporting	22	100.0 %
Vote For	3	
Total Votes	10533	
RICK STEPHENS	3238	30.74%
LISA WALLACE	2747	26.08%
TERESA ODETTE	2589	24.58%
ANDREW T. TERRY	1904	18.08%
Write-in Votes	55	0.52%

SAN JUAN WATER DISTRICT DIRECTOR

	Total	
Number of Precincts	26	
Precincts Reporting	26	100.0 %
Vote For	2	
Total Votes	15193	
KENNETH H. MILLER	6239	41.06%
PAM TOBIN	5642	37.14%
RICK WILLIAMS	3216	21.17%
Write-in Votes	96	0.63%

SACRAMENTO METROPOLITAN FIRE DIST DIV 1 - 2 YEAR

	Total	
Number of Precincts	1	
Precincts Reporting	1	100.0 %
Vote For	1	
Total Votes	140	
ROGER L. MITCHELL	98	70.00%
FREDERICK GAYLE	42	30.00%
Write-in Votes	0	0.00%

FORESTHILL FIRE PROTECTION DISTRICT

	Total	
Number of Precincts	7	
Precincts Reporting	7	100.0 %
Vote For	3	
Total Votes	6809	
CHRISTOPHER RICHARD	1881	28.46%
TYLER HARKNESS	1665	25.19%
RICHARD ARTHUR	1596	24.15%
GENE LORANCE	1418	21.46%
Write-in Votes	49	0.74%

NEWCASTLE FIRE PROTECTION DISTRICT

	Total	
Number of Precincts	16	
Precincts Reporting	16	100.0 %
Vote For	3	

Total Votes	4397	
LAWRENCE BETTENCOURT	1425	32.41%
WILLIAM KAHRL	1072	24.38%
JONITA T. ELDER	955	21.72%
DAVID E. MACKENROTH	910	20.70%
Write-in Votes	35	0.80%

NORTH TAHOE FIRE PROTECTION DISTRICT 5

	Total	
Number of Precincts	3	
Precincts Reporting	3	100.0 %
Vote For	1	
Total Votes	798	
RICHARD LOVERDE	566	70.93%
JOHN LILLY	229	28.70%
Write-in Votes	3	0.38%

PENRYN FIRE PROTECTION DISTRICT DIRECTOR

	Total	
Number of Precincts	6	
Precincts Reporting	6	100.0 %
Vote For	2	
Total Votes	2465	
AARON WILLSON	1050	42.60%
RANDY NEIFER	821	33.31%
CHERYL K. HOTALING	566	22.96%
Write-in Votes	28	1.14%

TRUCKEE FIRE PROTECTION DISTRICT DIRECTOR

	Total	
Number of Precincts	7	
Precincts Reporting	7	100.0 %
Vote For	2	
Total Votes	1017	
RON PEREA	365	35.89%
GERALD HERRICK	346	34.02%
ERIN PRADO	304	29.89%
Write-in Votes	2	0.20%

TAHOE FOREST HOSPITAL DISTRICT DIRECTOR

	Total	
Number of Precincts	24	
Precincts Reporting	24	100.0 %
Vote For	2	
Total Votes	7871	
ALYCE WONG	3963	50.35%
RANDY HILL	2613	33.20%
JOHN SUTRO MOHUN	1270	16.14%
Write-in Votes	25	0.32%

NEVADA IRRIGATION DISTRICT DIRECTOR 3

	Total	
Number of Precincts	10	
Precincts Reporting	10	100.0 %
Vote For	1	
Total Votes	1570	
MAURY L. HULL	846	53.89%
W SCOTT MILLER	715	45.54%
Write-in Votes	9	0.57%

NEVADA IRRIGATION DISTRICT DIRECTOR 4 - 2 YEAR

	Total	
Number of Precincts	43	
Precincts Reporting	43	100.0 %
Vote For	1	
Total Votes	10632	
WILL MOREBECK	3815	35.88%
LAURA L. PETERS	3453	32.48%
BILL G. SMULL	1861	17.50%
GLENN D. VINEYARD	1475	13.87%
Write-in Votes	28	0.26%

SACRAMENTO MUNICIPAL UTILITY DISTRICT WARD 1

	Total	
Number of Precincts	11	
Precincts Reporting	11	100.0 %
Vote For	1	
Total Votes	1963	
CHRISTINA POLLEY	996	50.74%
BRANDON D. ROSE	959	48.85%
Write-in Votes	8	0.41%

NORTH TAHOE PUBLIC UTILITY DISTRICT

	Total	
Number of Precincts	4	
Precincts Reporting	4	100.0 %
Vote For	3	
Total Votes	4288	
SARAH COOLIDGE	1348	31.44%
PHIL THOMPSON	988	23.04%
TIM FERRELL	955	22.27%
JOHN BERGMANN	953	22.22%
Write-in Votes	44	1.03%

TAHOE CITY PUBLIC UTILITY DISTRICT		
	Total	
Number of Precincts	7	
Precincts Reporting	7	100.0 %
Vote For	3	
Total Votes	4048	
SCOTT ZUMWALT	1298	32.07%
JUDY FRIEDMAN	1033	25.52%
RON TREABESS	993	24.53%
PAUL JOSLIN	710	17.54%
Write-in Votes	14	0.35%

TRUCKEE DONNER PUBLIC UTILITY DISTRICT		
	Total	
Number of Precincts	2	
Precincts Reporting	2	100.0 %
Vote For	3	
Total Votes	846	
JEFF BENDER	280	33.10%
BOB ELLIS	241	28.49%
JAMES RONALD HEMIG	172	20.33%
JOSEPH R. AGUERA	151	17.85%
Write-in Votes	2	0.24%

PLACER COUNTY WATER AGENCY DISTRICT 5		
	Total	
Number of Precincts	96	
Precincts Reporting	96	100.0 %
Vote For	1	
Total Votes	27983	
JOSHUA ALPINE	16718	59.74%
T. OTIS WOLLAN	11086	39.62%
Write-in Votes	179	0.64%

SQUAW VALLEY PUBLIC SERVICE DISTRICT		
	Total	
Number of Precincts	3	
Precincts Reporting	3	100.0 %
Vote For	3	
Total Votes	927	
ERIC POULSEN	288	31.07%
CARL GUSTAFSON	224	24.16%
FRED ILFELD	207	22.33%
JOHN WILCOX	196	21.14%
Write-in Votes	12	1.29%

51- SCHOOL BONDS		
	Total	
Number of Precincts	363	
Precincts Reporting	363	100.0 %
Vote For	1	
Total Votes	180702	
NO	102363	56.65%
YES	78339	43.35%

52- MEDICAL HOSPITAL FEE PROGRAM		
	Total	
Number of Precincts	363	
Precincts Reporting	363	100.0 %
Vote For	1	
Total Votes	177803	
YES	109273	61.46%
NO	68530	38.54%

53- REVENUE BONDS		
	Total	
Number of Precincts	363	
Precincts Reporting	363	100.0 %
Vote For	1	
Total Votes	175889	
YES	97869	55.64%
NO	78020	44.36%

54- LEGISLATURE		
	Total	
Number of Precincts	363	
Precincts Reporting	363	100.0 %
Vote For	1	
Total Votes	176422	
YES	115979	65.74%
NO	60443	34.26%

55- TAX EXTENSION		
	Total	
Number of Precincts	363	
Precincts Reporting	363	100.0 %
Vote For	1	
Total Votes	180398	
YES	91505	50.72%
NO	88893	49.28%

56- CIGARETTE TAX		
	Total	
Number of Precincts	363	
Precincts Reporting	363	100.0 %
Vote For	1	
Total Votes	185074	
YES	99418	53.72%
NO	85656	46.28%

57- CRIMINAL SENTENCES		
	Total	
Number of Precincts	363	
Precincts Reporting	363	100.0 %
Vote For	1	
Total Votes	180780	
YES	98144	54.29%
NO	82636	45.71%

58- ENGLISH PROFICIENCY		
	Total	
Number of Precincts	363	
Precincts Reporting	363	100.0 %
Vote For	1	
Total Votes	181161	
YES	117966	65.12%
NO	63195	34.88%

59- CORPORATIONS		
	Total	
Number of Precincts	363	
Precincts Reporting	363	100.0 %
Vote For	1	
Total Votes	170529	
NO	93292	54.71%
YES	77237	45.29%

60- ADULT FILMS		
	Total	
Number of Precincts	363	
Precincts Reporting	363	100.0 %
Vote For	1	
Total Votes	176159	
NO	109707	62.28%
YES	66452	37.72%

61- STATE PRESCRIPTION DRUG PURCHASES		
	Total	
Number of Precincts	363	
Precincts Reporting	363	100.0 %
Vote For	1	
Total Votes	177066	
NO	111889	63.19%
YES	65177	36.81%

62- DEATH PENALTY		
	Total	
Number of Precincts	363	
Precincts Reporting	363	100.0 %
Vote For	1	
Total Votes	180697	
NO	122422	67.75%
YES	58275	32.25%

63- FIREARMS		
	Total	
Number of Precincts	363	
Precincts Reporting	363	100.0 %
Vote For	1	
Total Votes	183219	
NO	102082	55.72%
YES	81137	44.28%

64- MARIJUANA LEGALIZATION		
	Total	
Number of Precincts	363	
Precincts Reporting	363	100.0 %
Vote For	1	
Total Votes	185561	
NO	96228	51.86%
YES	89333	48.14%

65- CARRYOUT BAGS		
	Total	
Number of Precincts	363	
Precincts Reporting	363	100.0 %
Vote For	1	
Total Votes	179588	
NO	109742	61.11%
YES	69846	38.89%

66- DEATH PENALTY		
	Total	

Number of Precincts	363	
Precincts Reporting	363	100.0 %
Vote For	1	
Total Votes	172845	
YES	106718	61.74%
NO	66127	38.26%

67- BAN ON SINGLE USE PLASTIC BAGS REFERENDUM		
	Total	
Number of Precincts	363	
Precincts Reporting	363	100.0 %
Vote For	1	
Total Votes	181770	
NO	104991	57.76%
YES	76779	42.24%

D- ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT		
	Total	
Number of Precincts	106	
Precincts Reporting	106	100.0 %
Vote For	1	
Total Votes	70440	
YES	43243	61.39%
NO	27197	38.61%

E- NORTH TAHOE PUBLIC UTILITY DISTRICT		
	Total	
Number of Precincts	4	
Precincts Reporting	4	100.0 %
Vote For	1	
Total Votes	2067	
YES	1644	79.54%
NO	423	20.46%

F- TOWN OF LOOMIS		
	Total	
Number of Precincts	9	
Precincts Reporting	9	100.0 %
Vote For	1	
Total Votes	3529	
YES	2103	59.59%
NO	1426	40.41%

G- TOWN OF LOOMIS ADVISORY		
	Total	
Number of Precincts	9	
Precincts Reporting	9	100.0 %
Vote For	1	
Total Votes	3431	
YES	2210	64.41%
NO	1221	35.59%

H- CITY OF COLFAX		
	Total	
Number of Precincts	2	
Precincts Reporting	2	100.0 %
Vote For	1	
Total Votes	805	
YES	514	63.85%
NO	291	36.15%

J- CITY OF AUBURN		
	Total	
Number of Precincts	15	
Precincts Reporting	15	100.0 %
Vote For	1	
Total Votes	6804	
NO	4079	59.95%
YES	2725	40.05%

K- CITY OF AUBURN		
	Total	
Number of Precincts	15	
Precincts Reporting	15	100.0 %
Vote For	1	
Total Votes	6474	
YES	3502	54.09%
NO	2972	45.91%

L- PLACER UNION HIGH SCHOOL DISTRICT		
	Total	
Number of Precincts	139	
Precincts Reporting	139	100.0 %
Vote For	1	
Total Votes	46502	
YES	24801	53.33%
NO	21701	46.67%

M- PLACER COUNTY		
	Total	
Number of Precincts	363	
Precincts Reporting	363	100.0 %

Vote For	1	
Total Votes	180119	
YES	114920	63.80%
NO	65199	36.20%

N- WESTERN PLACER UNIFIED SCHOOL DISTRICT		
	Total	
Number of Precincts	52	
Precincts Reporting	52	100.0 %
Vote For	1	
Total Votes	26595	
YES	15012	56.45%
NO	11583	43.55%

Q- YUBA COMMUNITY COLLEGE DISTRICT		
	Total	
Number of Precincts	1	
Precincts Reporting	1	100.0 %
Vote For	1	
Total Votes	44	
NO	27	61.36%
YES	17	38.64%

Have Questions? Contact Us.

election@placer.ca.gov - 530-886-5650 - Fax 530-886-5688

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Certificate of Election and Oath of Office

STATE OF CALIFORNIA, }
 }ss.
County of Placer }

I, Ryan Ronco, County Clerk-Recorder-Registrar of Voters in and for the County of Placer in the State of California, do hereby certify that at the Presidential General Election held in and for said County on November 8, 2016, **Paul Joiner** was elected to the office of **Member of City Council** for the **City of Lincoln** for a term of **4 years** as appears in the official returns of said election and the statement of votes cast now on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal this 6th day of December, 2016.

Ryan Taylor Ronco, County Clerk-Recorder-Registrar of Voters

STATE OF CALIFORNIA, }
 }ss.
County of Placer }

I, **Paul Joiner**, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Signature of person receiving Oath

Signature of person administering Oath

Title

Subscribed and sworn to before me, this ____ day of _____, 20____.

Certificate of Election and Oath of Office

STATE OF CALIFORNIA, }
 }ss.
County of Placer }

I, Ryan Ronco, County Clerk-Recorder-Registrar of Voters in and for the County of Placer in the State of California, do hereby certify that at the Presidential General Election held in and for said County on November 8, 2016, **Peter Gilbert** was elected to the office of **Member of City Council** for the **City of Lincoln** for a term of **4 years** as appears in the official returns of said election and the statement of votes cast now on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal this 6TH day of DECEMBER, 2016.

Ryan Ronco, County Clerk-Recorder-Registrar of Voters

STATE OF CALIFORNIA, }
 }ss.
County of Placer }


I, **Peter Gilbert**, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Signature of person receiving Oath

Signature of person administering Oath

Title

Subscribed and sworn to before me, this ____ day of _____, 20____.

<h1>Certificate of Election and Oath of Office</h1>	
STATE OF CALIFORNIA, }	
County of Placer }	
<p>I, Ryan Ronco, County Clerk-Recorder-Registrar of Voters in and for the County of Placer in the State of California, do hereby certify that at the Presidential General Election held in and for said County on November 8, 2016, Dan Karleskint was elected to the office of Member of City Council for the City of Lincoln for a term of 4 years as appears in the official returns of said election and the statement of votes cast now on file in my office.</p>	
<p>IN WITNESS WHEREOF, I have hereunto affixed my hand and seal this <u>6TH</u> day of <u>DECEMBER</u>, 20<u>16</u>.</p>	
	County Clerk-Recorder-Registrar of Voters
STATE OF CALIFORNIA, }	
County of Placer }	
<p>I, Dan Karleskint, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.</p>	
<p>_____ Signature of person receiving Oath</p>	
_____ Signature of person administering Oath	_____ Title
<p>Subscribed and sworn to before me, this ____ day of _____, 20____.</p>	

STATE OF CALIFORNIA, }
 } ss.
 County of Placer }

*I, Ryan Ronco, County Clerk-Recorder-Registrar of Voters in and for the County of Placer in the State of California, do hereby certify that at the Presidential General Election held in and for said County on November 8, 2016, **Dan Karleskint** was elected to the office of **Member of City Council** for the **City of Lincoln** for a term of **4 years** as appears in the official returns of said election and the statement of votes cast now on file in my office.*

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal this 6TH day of DECEMBER, 2016.

Ryan Taylor Roney, County Clerk-Recorder-Registrar of Voters

STATE OF CALIFORNIA, }
 }ss.
 County of Placer }

*I, **Dan Karleskint**, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.*

Signature of person receiving Oath

Signature of person administering Oath

Title

Subscribed and sworn to before me, this ____ day of _____, 20__.

Certificate of Election and Oath of Office

STATE OF CALIFORNIA, }
 }ss.
County of Placer }

I, Ryan Ronco, County Clerk-Recorder-Registrar of Voters in and for the County of Placer in the State of California, do hereby certify that at the Presidential General Election held in and for said County on November 8, 2016, **Gerald Harner** was elected to the office of **City Treasurer** for the **City of Lincoln** for a term of **4 years** as appears in the official returns of said election and the statement of votes cast now on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal this 6th day of DECEMBER, 2016.

, County Clerk-Recorder-Registrar of Voters

STATE OF CALIFORNIA, }
 }ss.
County of Placer }

I, **Gerald Harner**, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Signature of person receiving Oath

Signature of person administering Oath

Title

Subscribed and sworn to before me, this ____ day of _____, 20__.



10A

DRAFT MINUTES
CITY OF LINCOLN CITY COUNCIL, PUBLIC FINANCE AUTHORITY
and REDEVELOPMENT SUCCESSOR AGENCY
Regular Meeting
November 15, 2016

OPEN SESSION MEETING
City Hall - Third Floor Conference Room

CALL TO ORDER by Mayor Short at 6:00PM.

ROLL CALL: Councilmen present: Paul Joiner
Stan Nader
Gabriel Hydrick
Mayor Pro Tem: Peter Gilbert
Mayor: Spencer Short
Staff members present: Matthew Brower, City Manager
Leslie Walker, City Attorney
Jennifer Hanson, Public Services Director
Steve Ambrose, Dir. Support Services
Ray Leftwich, City Engineer
Tim Harrigan, Police Chief
Matt Wheeler, Community Development Director
Gwen Scanlon, City Clerk

Various City employees, consultants and members of the public were also present.

PLEDGE OF ALLEGIANCE led by City Manager Matthew Brower.

Pastor Rob Pesola, United Methodist Church provided the Invocation.

Mayor Short announced that there was no action to report from Closed Session.

Citizens Addressing the Council

Todd Benzel, a Lincoln resident, distributed a Neighborhood Watch flyer, made a part of these minutes by mention thereof. Mr. Benzel expressed his concern with lack of lighting and trees and speeding in his neighborhood.

Shirley Russell, a Lincoln resident, expressed her concern that current residents will have the same level of service if Village 7 is completed.

Byron Chapman, a Lincoln resident, gave a brief history on the Pledge of Allegiance.

Consent Agenda

Mayor Short announced that the following items were being pulled from the Consent Agenda for discussion: 9A, 9F, 9J, 9K and 9M. Motioned by Mayor Pro Tem Peter Gilbert and seconded by Councilman Gabriel Hydrick to approve the balance of the Consent Agenda. Unanimously approved. Those items approved were:

9B. Adopt RESOLUTION 2016-212 receiving / filing Warrants of October 20, 21, 28, and 31, 2016.

9C. Adopt RESOLUTION 2016-213 authorizing the City Manager to execute a Contract for Services with Jeff Eberhardt Productions for video production services for City Council Meetings for \$19,725 for remainder of fiscal year 2016/17, with option to extend and renegotiate terms in fiscal years 2017/18 and 2018/19.



Page 2 of 5

City Council, Public Finance Authority and
Redevelopment Successor Agency
Regular Meeting
November 15, 2016

9D. Adopt RESOLUTION 2016-214 assigning the position of GIS Analyst I and II to the City of Lincoln Classification plan, and assign an annual salary range by step of \$59,760 to \$80,084. (Exhibit B was inadvertently left out of packet so was distributed at the meeting, made a part of these minutes by mention thereof).

9E. Second reading of ORDINANCE 922B repealing Urgency Ordinances 912B and 915B which placed a moratorium on the approval of permits for all solar energy systems larger than 15 kilowatts.

9G. Adopt RESOLUTION 2016-216 granting an easement deed for public utility easement from the City to Pacific Gas and Electric Company on City Property located near the intersection of Green Ravine Drive and Longmeadow Lane (APN 328-010-007) for the sale price of \$500.

9H. Adopt the following resolutions: (1) RESOLUTION 2016-217 augmenting \$90,000 from unencumbered balance of Water Capital Replacement Fund 711 to CIP 135 – C Street Waterline Replacement Project; (2) RESOLUTION 2016-218 accepting the C Street Waterline Replacement Project as complete and authorize the City Clerk to file the Notice of Completion with the Placer County Recorder.

9I. Adopt RESOLUTION 2016-219 authorizing the City Manager to execute Contracts for On-Call Engineering, and Construction Management and Inspection Services with: Mark Thomas and Company, Engeo, PGH Wong Engineering Inc., Coleman Engineering and West Yost.

9L. Second reading of ORDINANCE 926B Adopting the 2016 California Building Codes into Chapter 15, Section 15.04 of the Lincoln Municipal Code.

9N. Adopt RESOLUTION 2016-223 authorizing the City Manager to execute a Contract for Services with Discount Metal Panels Inc. for Capital Improvement Project (CIP) #388 which includes the construction of eight (8) dugout shade covers at Foscett Regional Park and CIP #389 which includes the construction of four (4) dugout shade covers at Wilson Park for a total amount not to exceed \$61,253 (includes a 10% contingency). The 2016/2017 Annual Budget included \$182,000 for the Foscett Park Improvement Project (CIP 388) and \$18,000 for Wilson Park Dugout Shade (CIP 389). The funding for the Dugout Shade Project will be split disproportionately between the two CIPs, with \$47,300 to be funded by CIP #388 and \$13,953 to be funded by CIP #389.

9O. Adopt RESOLUTION 2016-224 authorizing the City Manager to enter into a project agreement with the Regional Water Authority to participate in the Regional Water Efficiency Regional Water Conservation Measures Project that would provide \$60,000 in Proposition 84 funding toward Leak Detection and Repair projects.

9P. Review the proposed Fiscal Year 2017-18 Budget Calendar and adopt RESOLUTION 2016-225 approving the dates and milestones.

Items pulled from Consent:

9A. October 25, 2016 Regular Meeting and November 1, 2016 Work Session Meeting minutes. Item pulled from Consent for separate vote by Councilman Stan Nader. Motion to Approve by Councilman Paul Joiner, seconded by Mayor Pro Tem Peter Gilbert. Approved with Councilman Nader abstaining.

9F. Adopt RESOLUTION 2016-215 approving the following park name modifications: 1. Robert Jimenez "the Chief" Park to Chief Robert Jimenez Park and 2. Nathan Dubin Park to Dr. Nathan Dubin Park.



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Item pulled from Consent Agenda for clarification by Citizen Shirley Russell. Motion to Approve Mayor Pro Tem Peter Gilbert, seconded by Councilman Gabriel Hydrick, with the following vote: Gilbert – Aye, Hydrick – Aye, Joiner – Aye, Nader – Aye, Short – Aye (Approved).

9J. Rados Change Orders. Item pulled from Consent Agenda by Mayor Spencer Short and brief discussion ensued. Contingency status report and contract summary were distributed at meeting, made a part of these minutes by mention thereof. Motioned by Mayor Pro Tem Peter Gilbert, seconded by Councilman Gabriel Hydrick to Adopt RESOLUTION 2016-220 authorizing the City Engineer to approve additional change orders with Steven P. Rados, Inc. for the Midwestern Placer Regional Sewer Project for an additional \$1,105,192.77 for a total contract amount not to exceed \$31,989,581.57 by the following vote: Gilbert – Aye, Hydrick – Aye, Joiner – Aye, Nader – Aye, Short – No (Approved).

9K. BENNETT ENGINEERING AMENDMENT 1 TANK #3 at VERDERA NORTH (CIP 377). Item pulled from Consent Agenda by Mayor Spencer Short and brief discussion ensued. Motioned by Councilman Paul Joiner, seconded by Councilman Gabriel Hydrick to Adopt RESOLUTION 2016-221 authorizing the City Manager to approve Work Order Amendment No. 1 with Bennett Engineering Services for additional engineering work associated with the design of the Tank #3 at Verdera North Project not to exceed \$141,093 with the following vote: Joiner – Aye, Hydrick – Aye, Gilbert – Aye, Nader – Aye, Short – Aye (Approved).

9M. NID TAX SHARING AGREEMENT. Item pulled from Consent Agenda by Mayor Spencer Short and lengthy discussion ensued with no action being taken on this item as Council directed it be brought back to a future meeting.

10. PUBLIC HEARINGS

Councilman Nader exited the meeting at 6:56pm and returned at 7:00pm.

10A. TEFRA HEARING SUMMERPLACE AT LINCOLN SENIOR LIVING

Public hearing opened at 7:00PM with no public comments. Following brief discussion motioned by Councilman Paul Joiner, seconded by Mayor Pro Tem Peter Gilbert to Adopt RESOLUTION 2016-226 approving the issuance of Bonds by the California Statewide Communities Development Authority not to exceed \$80,000,000, for the benefit of Improved Living - SummerPlace at Lincoln LLC, a nonprofit California limited liability company, to finance and refinance the acquisition, construction, improvement and equipping of assisted living and memory care facilities, parking lot and related facilities located at 850 Red Rock Road, in Lincoln, California, and pay certain expenses incurred in connection with the issuance of the Bonds with the following vote: Joiner – Aye, Gilbert – Aye, Hydrick – Aye, Nader – Aye, Short – Aye (Approved).

10B. AMENDMENT TO MUNICIPAL CODE P-PARKS. Public hearing opened at 7:07PM with no public comments. Following brief discussion motioned by Councilman Gabriel Hydrick, seconded by Councilman Stan Nader to: 1) find the project Categorically Exempt pursuant to California Code of Regulations Section 15061(b) general rule of no potential for causing significant impact and Section 15060(c), 2) The activity is not subject to CEQA if it will not result in a direct or reasonably foreseeable indirect physical change in the environment; and, 3) Introduce by title and number only and Waive full reading of ORDINANCE 929B amending Section 18.06.010 – Zoning Districts Listed; and, 4) Introduce by title and number only and Waive full reading of ORDINANCE 930B enacting Chapter 18.31 – PUB – Public Uses; and, 5) Introduce by title and number only and Waive full reading of ORDINANCE 931B enacting Chapter 18.33 – P – Parks with the following vote: Hydrick – Aye, Nader – Aye, Joiner – Aye, Gilbert – Aye, Short – Aye (Approved).



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10C. URGENCY MARIJUANA ORDINANCE. Public hearing opened at 7:12PM with no public comments. Motioned by Councilman Stan Nader, seconded by Councilman Paul Joiner to Adopt Urgency Ordinance 932B establishing a temporary moratorium prohibiting the sale of non-medical marijuana with the following vote: Nader – Aye, Joiner – Aye, Gilbert – Aye, Hydrick – Aye, Short – Aye (Approved).

11. GENERAL BUSINESS

11A. SUCCESSOR AGENCY BOND SALE AND DELIVERY – This item was pulled from the meeting agenda and was acted on at a Special Meeting immediately following the regular meeting.

11B. COMMUNITY FACILITIES DISTRICT No. 2005-1 (SORRENTO PROJECT) SPECIAL TAX BONDS. A brief staff report was provided and public comment was opened at 7:20PM with no comments. Following brief discussion motioned by Councilman Paul Joiner, seconded by Mayor Pro Tem Peter Gilbert to Adopt RESOLUTION 2016-227 authorizing the execution of a Third Supplemental Indenture providing for the issuance of the City of Lincoln Community Facilities District No. 2005-1 (Sorrento Project) special tax bonds, approving a Bond Purchase Agreement providing for the sale of such bonds; approving an Official Statement; approving a Continuing Disclosure Certificate; authorizing the sale of such bonds; and authorizing necessary actions and the execution of other documents in connection with the issuance with the following vote: Joiner – Aye, Gilbert – Aye, Hydrick – Aye, Nader – Aye Short – Aye (Approved).

Councilman Joiner exited the meeting at 7:25PM and returned at 7:27PM.

11C. UPDATE ON 2015 LINCOLN HILLS MICROSURFACING PROJECT. An extensive Council discussion ensued on this item.

11D. LIBRARY COSTS RELATED TO WILLOW ROOM USAGE BY SENIORS FIRST. A brief discussion ensued on this item and City Manager Matt Brower stated the item would be brought back to the December 13, 2016 meeting for action.

12. INFORMATION ITEMS

12A. WATER MASTER PLAN - Matt Wheeler, Community Development Director, introduced Gwyn-Mohr Tully, the City's water consultant, who gave a powerpoint presentation. An extensive discussion ensued and Mayor Short opened the discussion to the public at 8:33PM with the following public comment:

Byron Chapman, a Lincoln resident, expressed concern over the City's water rights and groundwater sustainability.

1. Village 7 Phase 1 Vesting Tentative Subdivision Map and Related Amendments - Discussion regarding: (1) Village 7 Phase 1 Vesting Tentative Subdivision Map and Related Amendments; (2) Amendment to the General Plan land use diagram to reflect the amended land uses requested by the applicant; (3) Amendment to the Village 7 Specific Plan; (4) Amendment to the General Development Plan to reflect the amended land uses requested by the applicant; (5) Village 7 Phase 1 Vesting Tentative Subdivision Map; and (6) amendment to the Village 7 Development Agreement between the City of Lincoln and Lincoln Land Holdings LLC aka Lewis Communities; and (7) related CEQA determination. ***This item was agendized on a special meeting to follow this regular meeting but discussion occurred during and just after Item 12A, Water Master Plan.***



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City Council, Public Finance Authority and
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COUNCIL INITIATED BUSINESS

Councilman Nader requested Council consensus for staff to put a Request for Proposals out for the Mercy Creekside project, a brief discussion ensued and City Attorney, Leslie Walker, stated this would be put on a future agenda.

COUNCIL COMMITTEE REPORTS

Brief reports were provided for Placer County Transportation Planning Agency, Placer County Economic Development Committee, Sacramento Area Council of Governments, City of Lincoln Economic Development Committee, Placer County Flood Control, Greater SACTO forum, City/County Selection Committee, City of Lincoln Fiscal & Investment Oversight Committee and Regional Water Authority.

Mayor Short adjourned the regular meeting at 9:15PM and immediately convened the Special Meeting of the Lincoln Redevelopment Successor Agency.

Submitted by:

Gwen Scanlon, City Clerk





10A

DRAFT MINUTES
CITY OF LINCOLN CITY COUNCIL, PUBLIC FINANCE AUTHORITY
and REDEVELOPMENT SUCCESSOR AGENCY
SPECIAL Meeting
November 15, 2016

OPEN SESSION MEETING

City Hall - Third Floor Conference Room

1) CALL TO ORDER by Mayor Short at 9:15PM.

2) ROLL CALL: Councilmen present:

Paul Joiner

Stan Nader

Gabriel Hydrick

Mayor Pro Tem:

Peter Gilbert

Mayor:

Spencer Short

Staff members present:

Matthew Brower, City Manager

Leslie Walker, City Attorney

Jennifer Hanson, Public Services Director

Steve Ambrose, Dir. Support Services

Ray Leftwich, City Engineer

Tim Harrigan, Police Chief

Matt Wheeler, Community Development Director

Gwen Scanlon, City Clerk

Various City employees, consultants and members of the public were also present.

3) CONSENT – none

4) PUBLIC HEARINGS

5) GENERAL BUSINESS

5.A) SUCCESSOR AGENCY BOND SALE AND DELIVERY - Adopt Successor Agency to the Dissolved Redevelopment Agency of the City of Lincoln **RESOLUTION 2016-03S** approving a form of Preliminary Official Statement in connection with the sale and delivery of its tax allocation refunding bonds, series 2016a (tax exempt) and series 2016b (federally taxable).

Motion to Approve 5.A) SUCCESSOR AGENCY BOND SALE AND DELIVERY - Adopt Successor Agency to the Dissolved Redevelopment Agency of the City of Lincoln RESOLUTION 2016-03S approving a form of Preliminary Official Statement in connection with the sale and delivery of its tax allocation refunding bonds, series 2016a (tax exempt) and series 2016b (federally taxable). (Ambrose) Moved by Mayor Pro Tem Peter Gilbert, seconded by Councilman Gabriel Hydrick.

Vote to Approve 5.A) SUCCESSOR AGENCY BOND SALE AND DELIVERY - Adopt Successor Agency to the Dissolved Redevelopment Agency of the City of Lincoln RESOLUTION 2016-03S approving a form of Preliminary Official Statement in connection with the sale and delivery of its tax allocation refunding bonds, series 2016a (tax exempt) and series 2016b (federally taxable) by the following vote: Gilbert – Aye, Hydrick – Aye, Joiner – Aye, Nader – Aye and Short – Aye (Approved).

6) INFORMATION ITEMS – none

7) ADJOURNMENT - Mayor Short adjourned the Special Meeting of the Lincoln Redevelopment Successor Agency at 9:15PM.

Submitted by:

Gwen Scanlon, City Clerk



Resolution 2016-214

Exhibit B

Salary Range for GIS Analyst I/II for Addition to the City of Lincoln Classification Plan

November 15, 2016

GIS Analyst I

A	B	C	D	E	F	G
59,760	62,748	65,885	69,179	72,638	76,270	80,084

GIS Analyst II

A	B	C	D	E	F	G
72,810	76,451	80,274	84,288	88,502	92,927	97,573

This document was inadvertently left out of the Council packet.

MIDWESTERN PLACER REGIONAL SEWER PROJECT FISCAL IMPACT

Contingency Status Report - Post Global Settlement Agreement

Item-Action Changing Contingency	Contingency Adjustment Amount
Capital Contingency at Bid	\$ 9,850,249.00
Inflation Adjustment	\$ 3,534,300.00
Project Management COJA Adjustment + Augmentation (City of Lincoln)	\$ (2,051,862.00)
Construction Management COJA Adjustment + Augmentation (West Yost)	\$ (2,326,499.00)
Engineering Services COJA Adjustment + Augmentation (Stantec Engineering)	\$ 207,901.00
Environmental COJA Adjustment + Augmentation (Stantec Environmental)	\$ (547,522.00)
Testing/Inspection COJA Adjustment (Placer County)	\$ (117,550.00)
Approved Change Orders (Construction) w/ Global Settlement	\$ (9,812,499.00)
Pending Change Orders Construction	\$ (1,083,424.00)
Potential Disney Construction Claims 1-3 (Mediation)	\$ (2,500,000.00)
SMD-1 Contingency and Unforeseen Conditions Contingency	\$ -
Placer Counth VTR Restoration	\$ (497,286.00)
SMD-1 Operations Liability	\$ (250,000.00)

Estimated Capital Contingency Balance: \$ (5,594,192.00)

Oversizing Contingency: \$ 7,070,338.00

Estimated Oversizing Contingency Balance: \$ 1,476,146.00

MIDWESTERN PLACER REGIONAL SEWER PROJECT

Contract Summary

CONSTRUCTION COSTS

	Regional & Reclamation Pipeline Project (Steve P. Rados)	City of Lincoln WWRTF (C. Overaa & Co.)	SMD-1 Sewer Conveyance Pump Station (Disney Constr.)	TOTAL
Original Contract Amount	\$ 20,092,100.00	\$ 15,340,000.00	\$ 6,223,063.20	\$ 41,655,163.20
Approved/Committed Change Orders (1-24) Pipeline	\$ 10,692,614.94	\$ 164,946.81	\$ (1,045,062.94)	\$ 9,812,498.81
Current Contract Amount	\$ 30,784,714.94	\$ 15,504,946.81	\$ 5,178,000.26	\$ 51,467,662.01
	34.73%	1.06%	-20.18%	19.07%

EXPOSURES

Approved/Committed Change Orders (1-24) Pipeline	\$ (10,692,614.94)	\$ (164,946.81)	\$ 1,045,062.94	\$ (9,812,498.81)
Exposure	\$ (1,083,424.34)	\$ -	\$ -	\$ (1,083,424.34)
Total Exposure	\$ (11,776,039.28)	\$ (164,946.81)	\$ 1,045,062.94	\$ (10,895,923.15)
	38.25%	1.06%	-20.18%	21.17%
Potential DCI Claims 1-3 (WAG)			\$ (2,500,000.00)	\$ (2,500,000.00)
SMD-1 Contingency			\$ -	\$ -
Potential Unforeseen	\$ -			
Placer County VTR Restoration	\$ (497,285.83)			\$ (497,285.83)
Operate SMD-1 thru Final Completion			\$ (250,000.00)	\$ (250,000.00)
Sub Total Potential Exposure	\$ (497,285.83)	\$ -	\$ (2,750,000.00)	\$ (3,247,285.83)
Total Exposure (From Above)	\$ (11,776,039.28)	\$ (164,946.81)	\$ 1,045,062.94	\$ (10,895,923.15)
Total Potential Exposure	\$ (12,273,325.11)	\$ (164,946.81)	\$ (1,704,937.06)	\$ (14,143,208.98)
	40%	1%	33%	27%

COJA BUDGET

BASE

PENDING AMMENDED

DERA Costs				\$ 6,548,350.00
Project Management/Administration				\$ 2,551,862.00
Construction Management				\$ 8,126,499.00
Engineering Services				\$ 2,292,099.00
Mitigation and Monitoring				\$ 797,522.00
Inspection/Testing				\$ 217,549.39
Capital Contingency			\$ 9,850,249.00	\$ (4,797,781.20)
Oversizing Contingency			\$ 7,070,338.00	\$ 7,070,338.00
Inflation Allowance			\$ 1,020,000.00	\$ 3,534,300.00
Exhibit 5 Budget			\$ 75,294,100.20	\$ 77,808,400.00
Oversizing Contingency (COJA Reserve)			\$ 7,070,338.00	\$ 7,070,338.00
Capital Contingency			\$ (4,797,781.20)	\$ (4,797,781.20)
Inflation Allowance			\$ 1,020,000.00	\$ 3,534,300.00
Current Capital Contingency Balance			\$ (3,777,781.20)	\$ (1,263,481.20)
Total Potential Exposure (minus) Approved CO's			\$ (4,330,710.17)	\$ (4,330,710.17)
Oversizing Contingency Exposure			\$ (8,108,491.37)	\$ (5,594,191.37)
Oversizing Contingency Balance				\$ 1,476,146.63



**TANK #3 AND 36" PIPELINE
CAPITAL IMPROVEMENT PROJECTS 377 AND 394**

FISCAL IMPACT:

Project Budget FY 2016/17 Engineering	
Project/Construction Management	\$414,315
Design/Engineering	\$532,531
TOTAL PROJECT BUDGET FY 2016/17	\$946,846
Project Expenses and Encumbrances FY 2016/17	
Bennett Engineering – Original Work Order	(\$483,005)
Bennett Engineering – Amendment 1	(\$141,093)
HDR Engineering – Peer review	(\$14,093)
Staff Project Management	(\$76,736)
Construction Management - TBD	(\$200,000)
TOTAL PROJECT EXPENSES AND ENCUMBRANCES	(\$914,927)
ANTICIPATED REMAINING BALANCE	\$31,919

THE ROLE OF LOCAL ELECTED OFFICIALS IN ECONOMIC DEVELOPMENT

10 Things You Should Know



INTERNATIONAL
ECONOMIC DEVELOPMENT
COUNCIL



THE ROLE OF LOCAL ELECTED OFFICIALS IN ECONOMIC DEVELOPMENT

10 Things You Should Know

Christiana McFarland

Director

Finance and Economic Development Program
National League of Cities

Katie Seeger

Senior Associate

Finance and Economic Development Program
National League of Cities



INTERNATIONAL
ECONOMIC DEVELOPMENT
COUNCIL



The Role of Local Elected Officials in Economic Development: 10 Things you Should Know was the result of a partnership between the National League of Cities Center for Research and Innovation and the International Economic Development Council (IEDC). IEDC staff were instrumental in facilitating a series of input sessions with economic development officials during their conferences in October 2009 and February 2010. IEDC staff also reviewed the guide and provided constructive feedback. NLC also recognizes the direct input and guidance provided by members of IEDC, members of NLC's CityFutures Panel on Community and Regional Development, and other local officials.

About the National League of Cities

The National League of Cities is the nation's oldest and largest organization devoted to strengthening and promoting cities as centers of opportunity, leadership and governance. NLC is a resource and advocate for more than 1,600 member cities and the 49 state municipal leagues, representing 19,000 cities and towns and more than 218 million Americans.

Through its **Center for Research and Innovation**, NLC provides research and analysis on key topics and trends important to cities, creative solutions to improve quality of life in communities, inspiration and ideas for local officials to use in tackling tough issues, and opportunities for city leaders to connect with peers, share experiences, and learn about innovative approaches in cities.

About the International Economic Development Council

The International Economic Development Council (IEDC) is the premier membership organization dedicated to helping economic development professionals create high-quality jobs, develop vibrant communities and improve the quality of life in their regions. Serving more than 4,600 members, IEDC represents the largest network of economic development professionals in the world. IEDC provides a diverse range of services, including conferences, certification, professional development, publications, research, advisory services and legislative tracking.

About the Authors

Christiana McFarland is the director of the Finance and Economic Development Program in the Center for Research and Innovation at the National League of Cities. Katie Seeger is senior associate in the Finance and Economic Development Program. Caitlin Geary, finance and economic development fellow, also contributed to the guide.

William Woodwell, editorial consultant, and Lara Malakoff, NLC senior program associate for outreach, provided editorial assistance, and Alexander Clarke, NLC manager of creative design and production, designed and managed the production of the report.

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Introduction

Economic development is the process of building strong, adaptive economies. Strategies driven by local assets and realities, a diverse industry base and a commitment to equality of opportunity and sustainable practices have emerged as those that will ensure a strong foundation for long-term stability and growth. Even within the parameters of these principles, what constitutes success in economic development and the specific strategies to accomplish it will look different from place to place. Despite these differences, leadership is consistently identified as a critical factor in effective economic development.

Dedicated leadership is needed to raise awareness, help develop and communicate a common vision, and motivate stakeholders into action. Although leadership can come from many places within the community, local elected officials are particularly well-positioned to take on this role. The political influence of elected leadership is critical to helping communities stay the course toward a vibrant economic future. From the bully pulpit to the design and coordination of public policies, mayors and councilmembers have opportunities every day to effect change and promote a strategic vision of economic growth for their community.

The goal of this guide is not to provide a one-size-fits-all solution to economic development or even to offer an Economic Development 101. Nor does this guide contend that elected officials should be economic development experts. The goal is instead to identify fundamental ways elected officials can become informed and strategic decision-makers who can connect the policy “dots,” be effective communicators and take a leadership role in economic development. The guide is based on the premise that elected officials can and should actively participate in and lead long-term development strategies that make sense for their community.

The format of the guide is a “top 10 list” of things elected officials should know about economic development in order to be effective leaders. These include:

1. **Your local economic strengths and weaknesses.** A stronger understanding of your community’s economic profile will help you create a realistic vision and strategies for economic development.
2. **Your community’s place in the broader regional economy.** With a firmer grasp of how your community fits into the broader region, you’re better prepared to work with other jurisdictions to share responsibility for regional economic success.
3. **Your community’s economic development vision and goals.** Local elected officials can play a key role in building consensus for a vision and goals that provide clear direction for local economic development.
4. **Your community’s strategy to attain its goals.** A strategic approach means linking economic development goals to specific activities, allocating a budget and staff to these activities and evaluating performance based on measurable outcomes.
5. **Connections between economic development and other city policies.** When crafting economic development policies, it is essential to consider how other city policies (e.g., transportation or housing) affect your economic development goals.

6. **Your regulatory environment.** Your community's regulatory process should allow for timely, reliable and transparent resolution of issues facing businesses, while still remaining true to your long-term economic development vision.
7. **Your local economic development stakeholders and partners.** Local officials should think strategically on a project-by-project basis about who needs to be involved, the resources they bring to the table, and what it will take to get them engaged.
8. **The needs of your local business community.** Local officials can help create an environment that supports the growth and expansion of local businesses, primarily by opening lines of communication.
9. **Your community's economic development message.** You will want a clear, accurate and compelling message that reflects your local vision and that helps ensure broad support for economic development projects undertaken by the city and its partners.
10. **Your economic development staff.** Local elected officials will be more effective in leading economic development activities to the extent that they forge strong relationships with staff members who work on these issues on a daily basis.

1. Your Local Economic Strengths and Weaknesses

Your community's strengths and weaknesses, such as quality-of-life amenities, infrastructure and work-force skills, determine the potential of your local economy to support economic growth. This economic profile lays the foundation for creating a realistic vision and strategic direction for economic success that is unique to your community. Information about your local economy can also help engage and educate constituents and build community support for economic development decisions.

ASSESSING YOUR LOCAL ECONOMY

IMPORTANT FACTORS	KEY INDICATORS
Economic conditions	Unemployment, types and sizes of firms/industries, wages, income, new business starts, retail sales, housing prices, types of imports and exports, number of businesses closed
Population characteristics	Population size and growth, age, education level
Labor force characteristics	Labor force participation, occupations, skills, commuter characteristics, productivity
Physical conditions	Land use, zoning, land values, condition of buildings, vacancy rates, building activity, parking facilities, condition and capacity of infrastructure, air and water quality
Business climate	Community attitudes, labor relations, business taxes and regulations, level and quality of municipal services, workforce training, access to and cost of capital, public and private infrastructure
Knowledge-based resources	Federal labs, science and research parks, industry incubators, colleges and universities, technical training schools
Quality of life	Housing availability, public services, education system, crime rate, cultural and recreational activities, parks and other natural amenities
Source: <i>Economic Development Strategic Planning</i> . International Economic Development Council, Washington, D.C., 2006, pp. 44-48.	

With the assistance of your economic development staff and input from stakeholders, you can identify factors within and outside of the control of local government that impact and shape your local economy. Identifying strengths and opportunities is crucial, but local officials also should pay attention to weaknesses and potential threats.

For example, what industries in your community and region are growing or struggling? What are the skills of your workforce, and are they sufficient to meet the needs of business? What barriers and sup-

port services exist for local entrepreneurs and small businesses? Is the local and regional housing stock diverse enough to provide for a wide range of housing needs?

All of these factors should be understood in comparison to other communities and in the context of broader economic trends. As a result of this process, you will have a stronger sense of your unique local assets, as well as what you can and should be doing to build on strengths and mitigate weaknesses.

Taking Action, Asking Questions

- What unique strengths can your community build on for economic development and growth?
- What weaknesses pose a barrier to economic development? To what extent can you mitigate these weaknesses – and how?
- How do your community's strengths and weaknesses compare to those in other communities?
- How are economic conditions changing in your city and region?

San Buenaventura, Calif. (Ventura) (population 109,000)

After many decades of slow economic growth, the traditionally blue-collar City of San Buenaventura began to realize that its anti-business reputation had actually been undermining its economic prosperity. The city had very few middle class jobs and a limited industrial base and service sector. Moreover, many high-tech firms were heavily concentrated in much of the city's surrounding area and seemed to bypass Ventura when making location decisions.

Through an analysis of the community's strengths and weaknesses, city leaders in Ventura determined that the city's location between two high-tech hubs, its pool of entrepreneurs and venture capitalists and significant quality of life amenities placed them in a unique position to expand high growth technology sectors. The city developed and pursued a strategic plan for economic development, including new activities to increase the local tax base, diversify the economy and create high value, high wage jobs.

The city created a self-sustaining fund to support the new plan, specifically growth of businesses from within the community, by using a \$5 million loan payoff from the Redevelopment Agency. The Jobs Investment Fund (JIF) provides "mezzanine capital" to expansion projects or venture capital to new projects as either loans or direct investments. JIF, managed by a private investment partner, allows for a higher return potential to the city than is traditionally available with a standard investment portfolio.

Constituents have expressed concern that the city has too great a risk exposure in these investments. "There are requests that we redirect the money from the fund back to general government operations each time we face additional budget cuts, but due to political will and improved communications with our constituents, so far we have been able to maintain funding," said Councilmember Neal Andrews. City leaders have made a special effort to bring community opinion leaders into a position where they understand what JIF is about and why it's important.

JIF has allowed the city to engage in a number of business development activities, including capital raising conferences, entrepreneurship events and a business incubator. As of January 2010, 10 firms have located in the incubator, and in 2008, Forbes magazine ranked Ventura number 68 on the "Small Business list of 100 best places to live and launch a business."

Contact:

City of Ventura
Department of Economic Development
Phone: (805) 677-3935

2. Your Community's Place In The Broader Regional Economy

Understanding your local economy also means knowing how your community fits into the broader region. Although increased competition for jobs, tax base and private investment can put political pressure on elected officials to go toe-to-toe with neighboring jurisdictions, the reality is that local economic success depends on regional economic success.

This is particularly true in the context of the global economy, where economic competition may not be with your neighbor, but with a city in China, India or Ireland. Firms engaged in global economic activity rely on a breadth of resources available in a region, including workers, transportation, housing, and amenities. In nearly all cases, one community does not have full capacity needed to support these activities. Cities that focus on competition within the region, instead of collaborating for economic development, are placing their economic future at risk.

With a firmer grasp of your community's place in the region, you're better prepared to work with other jurisdictions to share responsibility for promoting regional economic success. Cities in the Denver region, for example, work together to draw businesses and other economic activity to the region while agreeing not to compete or offer incentives to firms to locate in their specific communities. Similarly, many cities work together on regional marketing efforts, typically via participation in a regional council. These collaborative efforts attract firms, investment, and employment that benefit the entire region.

Participating in regional activities may present some political difficulties if the local economic benefits are not well understood by your constituents. Local elected officials should be prepared with the facts about how regional economic success translates into improved employment opportunities, tax base, or amenities for your city and the people who live there. Local officials can work with their staff to craft a clear, accurate message about their involvement in regional activities, and communicate this message to community through the media, neighborhood meetings or other public venues. It can serve as a starting point for a community dialogue about the importance of regional collaboration to local success.

"Too many local governments still act as if they have the luxury of merely competing with each other for tax base, especially within their region. But economically this is a sideshow or a delusion. The real economic competition is global and competing effectively requires regional collaboration."

William Barnes, *The Economic Development Game Has Changed*, Nation's Cities Weekly, 1/11/2010

Taking Action, Asking Questions

- How do you define your economic region?
- How does the economic strength of your city depend on what happens in other cities and towns in the region? How does regional economic activity provide direct or indirect benefits to your community?
- What assets does your community contribute to the regional economy (e.g., workers, housing, amenities, transportation)?
- What regional organizations, partnerships and/or activities already exist? To what extent is your community involved?

3. Your Community's Economic Development Vision and Goals

A primary challenge in the practice of economic development is choosing among many competing priorities and various activities. A clear economic vision and goals are needed to provide a framework for strategically assessing and coordinating these efforts. The vision stems from the community's values, its collective sense of local economic strengths and weaknesses, and consensus on a desired future. Goals are more tangible expressions of the vision and provide specific direction for actions.

For example, the City of Albuquerque, New Mexico's economic development initiative "thrive!ABQ" identifies the city's economic vision as a city with a vibrant business climate that's accessible, user-friendly and welcoming to all. The three primary goals of "thrive!ABQ" are:

- Albuquerque First: Retain existing businesses and industries by fostering partnerships with local businesses and increasing spending in the community.
- Albuquerque Easy: Remove barriers to conducting business within the city.
- Albuquerque Recruits: Make the city an attractive place for businesses to locate.

According to the American Planning Association's *Economic Development Toolbox* (2006), a sound economic vision and goals should:

1. Balance what the jurisdiction would like to achieve with what resources and public support the jurisdiction can realistically expect to muster in support of that vision.
2. Be consistent with the role of the jurisdiction's economy in the larger regional and state economies.
3. Be understandable to citizens without technical training or experience in economic development.
4. Be produced in a way that makes it possible to incorporate it in the jurisdiction's comprehensive plan.

If your city already has an economic development vision, make sure your policy decisions reflect the principles in the vision. In cities that do not have an economic vision, local elected officials can help initiate a community visioning effort. A well-designed visioning process will surface an array of ideas, opinions and objectives from a diverse group of stakeholders. An important role for elected officials is to help bring people to consensus and agreement on a common purpose.

"There are many possible economic futures for any given jurisdiction, there are some impossible ones as well. The challenge is to decide on a future that is not only desirable, but also possible given the factors that constrain it."

Terry Moore, Stuart Meck, and James Ebenhoeh. *An Economic Development Toolbox*. American Planning Association, Washington, D.C. October 2006, p. 34

Taking Action, Asking Questions

- Does your community have a clearly stated vision and goals for economic development? If so, what are they?
- Does the vision reflect the community's values as well as its strengths and weaknesses?
- Do your constituents and key stakeholders understand and agree upon the community's vision and goals?
- To what extent do local government policies support the vision and goals?

Mission, Kan. (population 9,727)

Mission, a community less than three square miles in area, was at a crossroads when many large parcels of land became available for redevelopment. In response, the city began a planning process that involved all facets of the community, including residents, businesses and shoppers, to create a vision that would serve as the framework for future development. The vision, which ultimately called for more compact, walkable, and sustainable development, was challenged when Mission was offered a lucrative deal by a big-box developer.

With a strong commitment to the vision, Mission denied the big-box store and has accepted an offer for a new mall from a developer who has embraced the city's vision for a vibrant, pedestrian-friendly, mixed-use destination. Although the developer typically works on retail projects only, his collaboration with the city and understanding of the community vision has led him to include residential, hotel, office and entertainment as potential project components.

The city's resolve to stick with its vision also resulted in overwhelming community support for the project. Instead of Not in My Back Yard opposition, city officials received acclamation from those attending its Planning and Zoning hearings. Among the most common questions the city received from residents: "When will the project be complete?"

Contact:

City of Mission

Department of Community Development

Phone: (913) 676-8350

E-mail: MRivarola@missionks.org

4. Your Community's Strategy To Attain Its Goals

Once the economic development vision and goals are defined, it is important that they not be shelved, but that they guide and determine your community's economic development strategy. If the community has been involved in the process and believes in the vision and goals, residents will hold political leadership accountable for putting them into practice. Strategic implementation of the economic development vision involves linking economic development goals to specific activities, allocating a budget and staff to these activities, and evaluating performance based on specific, measurable, agreed-upon outcomes.

There are many local activities that can be used to accomplish your city's long-term economic vision. The types of economic development policies and tools pursued by your community will depend on those permitted by your state, as well as how your local government perceives its role in stimulating private sector economic activity.

The traditional local government role in economic development is to facilitate economic activity by offsetting the cost of doing business in your community (in terms of time, opportunity and money). Strategies include land assembly, modifying the permitting process and providing job training. More entrepreneurial roles, as well as strategies that more directly address the demand for local products, may include seeding and investing in local small businesses, matching gaps in supplier/buyer linkages and international trade promotion. Local elected officials can work with city staff, businesses and other stakeholders in the community to educate themselves about the types of programs and tools that are available to them and to decide which economic development role is best for their city.

You can also look to "best practices" in other communities; however, it is important to remember that economic development activities that work in one place will not necessarily work in another. Following economic development fads or strictly replicating another city's approach without putting it in the context of your community is a recipe for failure. Instead, elected officials can learn how and why another city was successful and adapt those practices to local realities.

Elected officials should also work with their staff to determine a set of expected outcomes, the necessary level of resources (staff and budget) needed to achieve these outcomes and performance metrics to evaluate and measure them. In the context of short-term political cycles, it may be tempting to stray from the strategy and only consider economic development in terms of traditional, more tangible successes, such as attracting a new, large employer. For this reason, it is important that elected officials and staff agree upon, are committed to and accurately measure even *incremental* economic achievements. This will allow political leaders to demonstrate success and champion all various ways the community is supporting economic activity.

Strategic implementation of economic development, from selecting activities that support the vision to accurately measuring progress, enables local governments to be more responsive in an increasingly complex and uncertain economic environment. It allows the community, staff and elected officials to be part of a "continuum" of leadership and to make more deliberate progress toward long-term economic success.

Taking Action, Asking Questions

- How do your goals drive everyday actions to develop and grow your local economy? Can you develop better strategies, if needed, which make sense for your community?
- What is the general orientation of your local government toward supporting private sector economic activity? What tools is your city willing to and able to use?
- Is your city's budget and staffing aligned with its strategies for economic development?
- How will you measure and evaluate your city's economic development efforts over time?
- What can you do to celebrate incremental successes?

Littleton, Colo. (population 43,055)

In 1987, the City of Littleton pioneered an entrepreneurial alternative to the traditional economic development practice of recruiting industries. The "economic gardening" program, developed in conjunction with the Center for the New West, is an effort to grow local jobs through entrepreneurial activity.

The approach is based on research that indicates the great majority of all new jobs in any local economy are produced by small, local businesses already in the community. According to Chris Gibbons, Littleton's director of business/industry, an entrepreneurial approach to economic development has several advantages over attraction strategies. First, the cost per job is much less than the \$250,000 to \$300,000 incentives typical in major relocations. Second, the investment is in the community and its infrastructure; should a business choose to leave, it does not take that investment with it. Third, it is a healthier approach in that a community's future is no longer tied to the whims of an out of state company. Its future is entirely a function of its own efforts and investments.

Littleton's economic strategy focuses on creating a nurturing environment for entrepreneurs and "second-stage" companies, those with 10-99 employees and/or \$750,000-\$50 million in receipts. In a typical engagement, the city's Economic Gardening team will assist a company with core strategy, market analysis, competitor intelligence, and other priority tasks. Since the start of the program, Littleton's job base has grown from 15,000 to 30,000, the retail sales tax has tripled from \$6 million to \$21 million, and the population has grown by 23 percent.

Contact:
City of Littleton
Business/Industry Affairs
Phone: (303) 795-3749

5. Connections Between Economic Development and Other City Policies

It would be nearly impossible to list all of the various ways in which local government policies interact and overlap. When crafting economic development policies, it is essential to consider how other city policies support or discourage your economic development goals. For example, are your transportation initiatives supporting local retail? Are your local workforce training programs aligned with your sustainability plans? Is the regional housing stock adequate to meet the needs of workers in your community? By thinking about policies holistically, you can avoid detrimental policy interactions and create an environment for different policies to support and enhance each other.

Policy integration has become even more important over the past 30 years as the drivers of economic growth have broadened significantly. Today, the scope of economic development and the interests and needs of the business community extend well beyond market access and transportation networks. Social and professional networks, educational institutions, quality-of-life amenities, talent and workforce skills and housing are important assets that contribute to your community's economic profile. Additionally, there is increased recognition that improvements in economic equity and the natural environment are critically important to a strong local economy.

For example, the City of Portland, Ore., has created a Sustainable City Partnership to foster a collaborative, citywide effort to integrate sustainable practices and resource efficiency into municipal operations and to strengthen existing policies and efforts. A primary partnership role for city officials and staff is to develop connections between environmental quality and economic vitality. The city has encouraged sustainable business practices and has leveraged sustainability as a key economic sector.

One strategy to ensure that all of the various sources of economic growth and the key elements impacting economic development are coordinated is to develop your economic development activities in conjunction with your community's comprehensive planning process. Some communities have formalized this process through implementation of an Economic Prosperity Element (page 14).

Taking Action, Asking Questions

- How do other city policies — in areas from transportation and housing to public safety — affect your goals for economic development?
- To what extent does your city need to change existing policies so they are aligned with and support the economic development vision and goals?
- How often do various city departments communicate? To what extent is there a shared understanding of and commitment to successful economic development across city government?
- Are your city's economic development strategies and goals reflected in the comprehensive plan? Can you add an Economic Prosperity Element to the plan?

Economic Prosperity Element

by William Anderson, Director, City Planning & Community Investment Department, City of San Diego (*American Planning Association Economic Development Blog* 5/17/2010)

Many cities and counties are adding Economic Prosperity or similar elements to their General Plans. These elements help strengthen the link between a jurisdiction's comprehensive plan and economic development. While most factors that influence economic development are beyond a local area's control, such as macro-economic trends, international competition, interest rates, financial markets, local jurisdictions do have control of factors that can make them more or less competitive in the region, nation, or world.

Some of these local factors are traditionally addressed in General Plans, such as land use capacity for industries and targeted sectors, infrastructure efficiency and cost, quality-of-life, housing affordability for the workforce, and environmental quality. Other local factors are not as directly related to land use policies, such as workforce training, education, and access to capital. These factors may be the purview of other organizations and agencies, but are also critical.

An Economic Prosperity Element, especially one tied to a regional economic development strategy, can bridge and coordinate these factors and take the General Plan beyond the role of just land use policy. It can also serve as the element that connects a region's economic development strategy focused on the needs of export-oriented base sectors, to the opportunities for community-level economic development.

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6. Your Regulatory Environment

Your regulatory environment directly impacts the ease of doing business in your city. For business leaders, time is money; they want to know that the regulatory process provides for timely, reliable and transparent resolution of key issues. If your city's regulatory policies are riddled with delays, confusing and redundant steps and multiple approval processes, a prospective business may very well choose to locate or expand in another community.

Local officials can improve the regulatory environment for businesses by ensuring that the development review process and other policies are streamlined and transparent. The key to success is ensuring consistency and clarity about expectations, timelines, regulations, and costs. This will alleviate much of the uncertainty involved in economic development projects by allowing businesses to accurately anticipate the timing of the process and to build their plans accordingly. In addition, a better regulatory environment can promote information-sharing and better communication with local businesses so you can work together to identify potential challenges or problems.

As a local elected official, your first step is to ensure that you have an understanding of the current regulatory system and where there may be problems. This will require you to gather input from the business community about their frustrations and experiences. Working with your local chamber of commerce or other local business organizations may be helpful in this process. To gain additional perspective, you may want to consider going through the process yourself, as if you were a developer or a new business. This will allow you to have firsthand knowledge of the time, costs, hassles and clarity of the process.

When examining your regulatory process, be mindful not to throw the good out with the bad. Not all development is good development, and it is important that your regulatory processes reflect your long-term economic development vision so you can safeguard against detrimental projects. The key for your city is to find a balance and remove unnecessary delays and hurdles, while still preserving the integrity of the community's economic development vision and goals.

Taking Action, Asking Questions

- Are your local agencies charged with regulatory processes attuned to the needs of businesses, particularly efficiency and transparency concerns?
- Are there one-stop approvals or other ways to expedite review processes?
- How long does it take to get a new development proposal in front of a local planning board?
- Do businesses have access to clear information about local regulations from one source?
- Is there a designated city staff person who helps facilitate the process to ensure that things go smoothly?

7. Your Local Economic Development Stakeholders and Partners

A group of diverse stakeholders within and outside local government contribute to economic development. These include both large and small businesses, nonprofit organizations, workforce and training organizations, universities, department staff and many others. Economic development partnerships will likely change depending on the activity, so it is important to think strategically on a project-by-project basis about who needs to be involved and the resources they bring to the table.

Collaborative partnerships are especially important given the increased complexity and diversity of interests in economic development. Harnessing the breadth of resources, knowledge, leadership, and skills of stakeholders that may not typically interact is essential for effective implementation of your city's economic development strategies. By facilitating broader and deeper interaction among local government, business, the community, and economic development activities, local elected officials can ensure that policy decisions will be in tune with all of the other work that is happening in the community to advance the city's economic development goals.

Your local government may not always be the lead organization for an economic development project. Sometimes, the chamber of commerce might lead the way. In other instances, it might be a different community organization or business leader. But even if the city is just one stakeholder among many, local elected officials can make themselves available to help bring the right people and organizations to the table. Important roles for municipal leaders include: reaching out to the various parties; working to break down communication barriers; helping to facilitate consensus; and ultimately, coordinating and leveraging action.

Taking Action, Asking Questions

- Who are the key stakeholders (individuals, organizations, businesses, city staff) that can help strengthen your city's local economic development efforts?
- To what extent are stakeholders already communicating and working together on these issues?
- What will it take to break down any barriers that exist among key stakeholders and to get them to do more collaborative work?
- What resources do various stakeholders bring to the table in terms of financial support, people, skills, contacts and more?

Garland, Texas (population 238,651)

A critical objective of the Garland Economic Development Partnership (GEDP), a collaboration of government, school and business leaders, is the retention of key businesses in the local community. A suburb of Dallas, Garland has been characterized as a major manufacturing city since the 1950s and is home to numerous Fortune 500 corporations such as Kraft Foods, General Dynamics and Raytheon.

In 2006, the city recognized the "Garland Top 100" businesses based on their tax value, number of employees and electric usage. The city estimates that the "Garland Top 100" represent 13 percent of the local tax base and employ 17 percent of the total workforce. City of Garland Mayor Ronald Jones and GEDP staff has visited nearly all of the top 100 manufacturing companies in Garland to hear their concerns and challenges directly.

According to Jones, these visits were intended to make sure that elected officials understand and recognize business needs, and that the businesses understand that the city appreciates they are part of our community. During the meetings, the mayor and GEDP staff discussed a variety of key issues, including workforce training needs, utility costs, and public safety. As a result, the city developed the Dallas County Manufacturers' Association in collaboration with Richland College to provide specialized workforce training.

Contact:

Garland Chamber of Commerce

Phone: (469) 326-7444

E-mail: paul.mayer@garlandchamber.com

8. The Needs of Your Local Business Community

Local businesses are essential to a stable and diverse local economy. In recent years, many cities have shifted their primary economic development focus away from attracting large firms from outside the community to growing new businesses from within and helping existing businesses survive and thrive. Local officials can help create an environment that supports the growth and expansion of local businesses.

In the case of entrepreneurs and small businesses, many fail not for lack of ideas, but on planning and management. By allocating resources for entrepreneurial and new business support services, local governments can help these businesses overcome critical barriers to success. Such services include small business development centers, entrepreneurship training, market information, networking opportunities, marketing assistance, business incubators and even financing opportunities.

Running a business is a full-time job, and even if local services are available, business leaders may be unaware of the assistance available to them. Even more likely, they may not automatically view the city as a resource or an ally. By making the effort to reach out and communicate with your local business community, whether through your local chamber of commerce, organized events or visiting businesses individually, local officials can gather input to help improve local business policies and demonstrate that the community cares about the success of their business.

It is important for local elected officials to bring the same commitment and enthusiasm to existing business as they do to new business prospects. The city often creates incentives or other policy packages to attract new employers, and celebrates a new, large company with ribbon cuttings and stories in the local media. By similarly celebrating local business accomplishments, you can show the city's support, increase the business's profile and draw attention to economic development success stories that often go unnoticed.

Additionally, by publicly highlighting the achievements of your local companies, you will build your city's reputation as a business friendly community. This, in turn, may encourage outside businesses to take a second look at your community as a desirable location, while providing existing businesses with even more reasons to stay in your jurisdiction.

When making policy decisions focused on business retention and expansion, including small business and entrepreneurial development, it is important to remember that many local businesses need time to mature and grow. Although this form of business support may not deliver an overwhelming, immediate economic impact, the benefits of staying the course with your local businesses can provide greater long-term pay-offs. These include a more diversified, stable economy, a business community with stronger local ties and maybe even the next, great Fortune 500 company.

Taking Action, Asking Questions

- What does your local government do to find out the needs of your business community?
- Who in government regularly communicates with individual businesses and the business community at large? How does this happen?
- To what extent do you celebrate milestones achieved by existing businesses in your community?
- What support services does your city offer to entrepreneurs and small businesses? What more could you do?

New York (population 8,308,163)

New York City provides an example of a successful, city-led effort to directly link workforce development and economic development. In 2003, Mayor Michael Bloomberg eliminated the NYC Department of Employment and consolidated the city's adult workforce programs with the Department of Small Business Services (SBS). The resulting program provides employment and training services for individuals and seeks to meet specific workforce needs of local businesses.

Much of the program's success has been due to a dual customer approach — focusing on meeting the needs of job seekers, as well as local businesses. In fact, SBS has developed two distinct brands associated with both customers. Workforce 1 provides individuals with job placement, training and advancement services and NYC Business Solutions provides a suite of services to support local businesses, including employee recruitment services from the pool of screened job candidates from the Workforce 1 program.

The effort has shown real results in New York City. In 2003, prior to the consolidation of the two programs, the workforce system only achieved 500 job placements. In 2009 the workforce system achieved 25,000 placements.

Contact:

NYC Department of Small Business Services

Strategic Initiatives

Phone: (212) 618-6759

E-mail: cneale@sbs.nyc.gov

9. Your Community's Economic Development Message

Strong communications and a compelling message are vital to successful economic development and a primary responsibility for local elected officials. An economic development message that is based on your community's collective vision and is conveyed by all key stakeholders will establish a consistent community "brand" and competitive identity to the outside world.

Local elected officials can use public speeches, interviews and other communications to rally the community around their economic development message. In addition to publicly promoting the message, local elected officials can work with their staff to ensure that all economic development partners have the information that they need to support the message or to accurately convey the message to others. This may be data about the economic role they play in the community, or marketing materials that they can use to engage others outside the community. These small steps go a long way in generating a positive reputation of your community.

Sometimes, cities let politics and minor disagreements about the direction of economic development affect their city's public image. This can detrimentally impact the confidence investors have in your community as a place to do business. Developers, business owners and others want to be assured that their investment in your community will have broad support among local leaders, residents and key partners. If those who impact the success of a business or economic development project are not unified, the confidence of the investor will falter. Local elected officials can help manage internal disputes and ensure that all stakeholders remain committed to the message and the vision it conveys.

Taking Action, Asking Questions

- How do you currently communicate about your city's economic development activities? To what extent are you using speeches, media interviews and other forums to highlight an economic development vision and goals?
- Does your city have a clear and consistent message about economic development for the outside world?
- How do your city's communications efforts dovetail with what other organizations in the community (e.g., the chamber of commerce) are doing? Are there ways to enhance coordination on communication activities?

10. Your Economic Development Staff

As discussed throughout the guide, local elected officials have clear and specific roles to play in their cities' efforts to build a strong local economy. However, success in filling these roles often depends on the relationship between elected officials and staff members who work on economic development issues on a daily basis.

As a local elected official, you are often the public face and the cheerleader for your city on economic development. When you are giving a speech, talking to a local business or discussing a new project with constituents, you must be prepared with the facts or run the risk of seeming uninformed and out of touch.

Staying up to date requires open and regular communications with and trust in your city's economic development staff. Your relationship with staff will enable you to gain a better understanding of the economic position of your city, changing local and regional conditions and your city's economic development plans and priorities. You will be better able to articulate economic goals to constituents and the media and make more informed policy decisions based on the most current information. This is especially important in the current economy, as city resources are scarcer and businesses and citizens alike are looking for informed leadership.

Local officials should begin building a strong relationship with economic development staff at the beginning of a political term or new project. Economic development is a complex topic; most newly elected officials may not have an in-depth understanding of the current economic policies or the city's long-term vision and strategy. By forging a relationship early on, local officials can come up to speed more quickly and be able to make better policy decisions in the long run.

It's also important to consider what expertise and knowledge you bring to the relationship that city staff may not have. Most elected officials come to office with a professional background in an area other than local government, such as banking, small business or healthcare. This can make you uniquely qualified to represent the city to important economic interests. With open communication, your city's economic development staff can become more aware of your skills and seek opportunities to use them.

Taking Action, Asking Questions

- How often do you talk to the key economic development staff in your city?
- Do you get regular updates, or “cheat sheets,” about the issues, trends and successes of economic development in your city?
- What are your expectations about economic development? Have you discussed this with the economic development staff?
- What economic development issues or practices could you learn more about?

Conclusion

As an elected official, you make decisions every day that impact the future of your community. It is of critical importance that your decisions and actions support your community's vision and do not work at cross purposes with existing efforts. This is particularly true in today's rapidly changing economic environment.

You can use this guide to initiate conversations — or ask questions — with key players within your community. The first step will most likely be to initiate conversations with your economic development staff about how to best use your skills and political capital to support a strategic economic direction. Even if you are already engaged in economic development, this guide can serve as a reminder of all the leadership roles needed for economic success. It can also help you identify how your economic development role should vary over time to support the changing needs of your community and economic development stakeholders.

Your city may have all the right assets, partners and tools, but may never realize its full potential without a leader to bring all the pieces together. You have the power and the ability to do what's needed to advance the cause of successful economic development for your city.



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3 beds 2 baths 1,392 sqft

7,841 sqft lot

579 days on site

\$143 per sqft

IV15081533 MLS#

2002 build

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\$200,000

on 7/28/2015

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Email address

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Beautiful, Well Taken Care of, Highly Upgraded Single Story Home, Featuring 3 Bedrooms, 2 Bathrooms, a Large Bonus Room (approximately 300 square feet in addition to the advertised 1392 square feet); an Oversized Finished 2 Car Garage with Lots of Cabinet Space; Oversized, Gated, RV Parking (over 14 feet wide by over 50 feet in length: room for an RV, Boat or Both) with a Wrought Iron Gate; Large Shed/Work Shop; Covered Alumawood Patio Area with Two Roll Up Shades; and a Gourmet Raised Bed Herb Garden. The Kitchen is Light and Bright and Well Put Together, Featuring Stainless Steel Appliances, Corian Counter Tops and Upgraded Pull Out Drawers. The Stainless Steel Refrigerator is Included. The Living Room Features a Fireplace. The Third Bedroom has a Built In Computer Desk with File Cabinets. Built in 2002 in the Energy Efficient Community of Crean Acres with Steel Framed Construction and Great Insulation. Tons of Storage. Extra Wide Bedroom Doors. New Exterior Paint. Friendly, Quiet, Safe, Neighborhood: Great Neighbors. 2014 total taxes were only \$2144. HOA is only \$69 a year. 55+ Community.

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10B

WARRANT RESOLUTION NO. 2016-229

WHEREAS, the claims against the City of Lincoln hereinafter enumerated have been examined by the Chief Financial Officer, who has determined that said claims are just and ordered to be paid.

THEREFORE, BE IT RESOLVED by the City Council of the City of Lincoln that the following claims as enumerated and for the respective amounts as set forth are hereby received and filed:

(See Attached).

PASSED AND ADOPTED this 13th day of December, 2016 by the following vote:

AYES:

Spencer Short, Mayor

Peter Gilbert, Mayor Pro Tem

Gabriel Hydrick, Councilmember

Paul Joiner, Councilmember

Stan Nader, Councilmember

NOES:

ABSENT:

ATTEST:

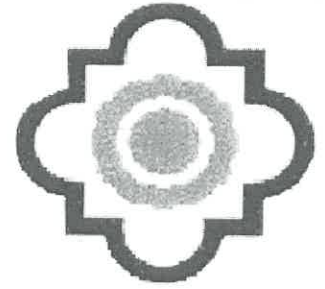
City Clerk

Accounts Payable

Checks by Date - Detail by Check Date

User: khitch
Printed: 10/20/2016 10:01 AM

Special Run

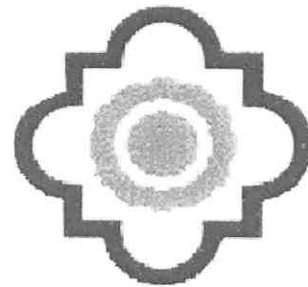


Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
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Total for Check Number 94460:				57,000.00
Total for 10/20/2016:				57,000.00
Report Total (1 checks):				57,000.00

Accounts Payable

Checks by Date - Detail by Check Date

User: khitch
Printed: 10/21/2016 1:58 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
94461	AAA02 267627	AAA Signs Inc dba AAA Services Light pole installation.	10/21/2016	217.50
Total for Check Number 94461:				217.50
94462	ACT06 09/08/16	Active 911 Inc First Responder Services for Mobile Devices / Fi	10/21/2016	95.30
Total for Check Number 94462:				95.30
94463	AND01 29250	Andrew's Towing Towing Services / Fleet.	10/21/2016	150.00
Total for Check Number 94463:				150.00
94464	APP13	Applied Pest Management Inc	10/21/2016	
	06/03/2016	Parks / Pest Services. May		89.00
	06/03/2016	Water Quality / Pest Services.May 2016		140.00
	06/03/2016	Airport / Pest Services.		25.00
	06/03/2016	Carnegie / Pest Services.		25.00
	06/03/2016	Plaza / Pest Services.		30.00
	06/03/2016	Civic Center / Pest Services.		25.00
	06/03/2016	Police / Pest Services.		45.00
	06/03/2016	McBean Pavilion / Pest Services.		45.00
	06/03/2016	Fire Station #35 / Pest Services.		25.00
	06/03/2016	Fire Station #33 / Pest Services.		30.00
	06/03/2016	Fire Station #34 / Pest Services.		30.00
	06/03/2016	Community Center / Pest Services.		65.00
	06/03/2016	Library / Pest Services.		70.00
	06/03/2016	Corp Yard / Pest Services.		60.00
	06/03/2016	City Hall / Pest Services.		50.00
	06/03/2016	2000 Flightline / Pest Services.May		90.00
	07/07/2016	Corp Yard / Pest Services.		60.00
	07/07/2016	Water Quality / Pest Services.		140.00
	07/07/2016	Airport / Pest Services.		25.00
	07/07/2016	Carnegie / Pest Services.		25.00
	07/07/2016	Plaza / Pest Services.		30.00
	07/07/2016	Civic Center / Pest Services.		25.00
	07/07/2016	Police / Pest Services.		45.00
	07/07/2016	McBean Pavilion / Pest Services.		45.00
	07/07/2016	Fire Station #35 / Pest Services.		25.00
	07/07/2016	Fire Station #33 / Pest Services.		30.00
	07/07/2016	Fire Station #34 / Pest Services.		30.00
	07/07/2016	Community Center / Pest Services.		65.00
	07/07/2016	Library / Pest Services.		70.00
	07/07/2016	City Hall / Pest Services.		50.00
	07/07/2016	2000 Flightline / Pest Services. June		90.00
	07/07/2016	Parks / Pest Services. June		89.00
	08/05/2016	Parks / Pest Services.		64.00
	08/05/2016	Water Quality / Pest Services.		140.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	08/05/2016	Airport / Pest Services.		25.00
	08/05/2016	Carnegie / Pest Services.		25.00
	08/05/2016	Plaza / Pest Services.		30.00
	08/05/2016	Civic Center / Pest Services.		25.00
	08/05/2016	Police / Pest Services.		45.00
	08/05/2016	McBean Pavilion / Pest Services.		45.00
	08/05/2016	Fire Station #35 / Pest Services.		25.00
	08/05/2016	Fire Station #33 / Pest Services.		30.00
	08/05/2016	Fire Station #34 / Pest Services.		30.00
	08/05/2016	Community Center / Pest Services.		65.00
	08/05/2016	Library / Pest Services.		70.00
	08/05/2016	Corp Yard / Pest Services.		60.00
	08/05/2016	City Hall / Pest Services.		50.00
	08/05/2016	2000 Flightline / Pest Services.		90.00
	10/05/2016	Parks / Pest Services.		64.00
	10/05/2016	Airport / Pest Services.		25.00
	10/05/2016	2000 Flightline / Pest Services.		90.00
	10/05/2016	Carnegie / Pest Services.		25.00
	10/05/2016	Plaza / Pest Services.		30.00
	10/05/2016	Civic Center / Pest Services.		25.00
	10/05/2016	Police / Pest Services.		45.00
	10/05/2016	McBean Pavilion / Pest Services.		45.00
	10/05/2016	Fire Station #35 / Pest Services.		25.00
	10/05/2016	Fire Station #33 / Pest Services.		30.00
	10/05/2016	Fire Station #34 / Pest Services.		30.00
	10/05/2016	Community Center / Pest Services.		65.00
	10/05/2016	Library / Pest Services.		70.00
	10/05/2016	Corp Yard / Pest Services.		60.00
	10/05/2016	City Hall / Pest Services.		50.00
	10/05/2016	Water Quality / Pest Services.		160.00
	549673	Parks / Pest Services. Foskett in Feb 2016		65.00
	561719	Parks / Pest Services. Foskett April 2016		50.00
Total for Check Number 94464:				3,461.00
94465	APP14	Applied Best Practices LLC	10/21/2016	
	22800	2000 LPFA Refunding bonds.		71.04
	22800	1998 CFD 1998-1 Lincoln Airpark bonds.		71.04
	22800	2011A LPFA Twelve Bridges bonds.		142.09
	22800	2011B LPFA Twelve Bridges bonds.		142.09
	22800	2009 CFD 2005-1 Sorrento bonds.		142.09
	22800	2013 CFD 2005-1 Sorrento bonds.		142.09
	22800	2014A Sorrento bonds.		142.09
	22800	2006 CFD 2006-1 Lakeside 1A2 bonds.		142.09
	22800	2013 CFD 2006-11 Lakeside 1A1 bonds.		142.09
	22800	2007A LPFA Lincoln Crossing bonds.		142.09
	22800	2007B LPFA Lincoln Crossing bonds.		142.09
	22800	2004-3 AD LOB Foskett Ranch bonds.		71.04
	22800	2006 PFA City Hall Lease revenue bonds.		94.73
	22800	2004A Tax revenue bonds.		71.04
	22800	2004B Housing Set - Aside TARB bonds.		71.04
	22800	2000 LPFA Refunding bonds.		71.04
	22800	2003 PFA Corp Yard Lease revenue bonds.		94.72
Total for Check Number 94465:				1,894.50
94466	ATT CAL2	AT&T CALNET 3	10/21/2016	
	8713744	9/10/16 - 10/09/16 250 mbps		2,383.56

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 94466:				2,383.56
94467	BAU02 10/18/2016	Rick Bauer Instructor Fee Hoop Improv	10/21/2016	910.00
Total for Check Number 94467:				910.00
94468	BEN04 16196-1	Bender Rosenthal, Inc. East 5th Avenue temporary relocation / On-Call	10/21/2016	250.00
Total for Check Number 94468:				250.00
94469	blu03 004684430 005023141 005083108	Galls, LLC Vest and carrier credit for part of invoice 004684430 for vest retu replaces returned vest from inv 004684430	10/21/2016	1,555.12 -1,278.44 729.00
Total for Check Number 94469:				1,005.68
94470	BON02 14604/092716	BLX Group LLC Series 2011A and Series 2011B	10/21/2016	2,250.00
Total for Check Number 94470:				2,250.00
94471	CAL71 16092101	California Municipal Statistic Inc Finance Services.	10/21/2016	975.00
Total for Check Number 94471:				975.00
94472	CHA04 10/17/16	Challenger Sports Instructor Fee Soccer	10/21/2016	1,127.00
Total for Check Number 94472:				1,127.00
94473	CIT02 2839	City of Rocklin Joint Shared Agreement for Fire Services.	10/21/2016	58,352.25
Total for Check Number 94473:				58,352.25
94474	COA03 40258 40259 40260 40262 40266 40267 40270 40271 40272 40275 40280 40281 40282 40283	Coastland Civil Engineering Construction Management / Funds for FY 16/17. Construction Management / Funds for FY 16/17. Project Management - First Street Resurfacing / Construction Management / Funds for FY 16/17. Construction Management / Funds for FY 16/17. Construction Management / Funds for FY 16/17. Construction Management / Funds for FY 16/17. Construction Management / Funds for FY 16/17. On-Call Engineering Services / Collection System Twelve Bridges Drive & Joiner Parkway Resurf General Engineering Support for COL Engineeri C/O #1 Street Resurfacing / On-Call Engineering Park Landscape Improvements / On-Call Engine Tank #3 at Catta Verdera North / On Call Engine	10/21/2016	140.00 140.00 875.00 224.00 140.00 70.00 15,063.50 70.00 1,687.50 1,250.00 5,637.50 1,937.50 375.00 3,500.00
Total for Check Number 94474:				31,110.00
94475	COA06 49036R 49036R 49626R	Coast LM Inc Supplemental Landscape credit listed on invoice Supplemental Landscape Services / Facilities. Supplemental Landscape Services / Facilities.	10/21/2016	-277.17 292.18 390.16

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	49626R	Supplemental Landscape Services / Facilities. cr		-368.75
	50181R	Supplemental Landscape Services / Parks.		275.68
	55470	Supplemental Landscape Services / Parks.		761.56
	55476	Supplemental Landscape Services / Parks.		394.78
	55477	Supplemental Landscape Services / Parks.		244.26
	55478	Supplemental Landscape Services / Parks.		242.52
	55479	Supplemental Landscape Services / Parks.		393.40
	55609	Supplemental Landscape Services / Parks.		569.34
	56052	Supplemental Landscape Services / Parks.		45.38
	56053	Supplemental Landscape Services / Parks.		159.98
	60634	Monthly Landscape Services / Faciltites.		3,509.62
	60634	Monthly Landscape Services / Parks.		37,381.81
	60634	Monthly Landscape Services / Parks.		406.93
	60781	Supplemental Landscape Services / Parks.		48.59
	60782	Supplemental Landscape Services / Parks.		48.59
Total for Check Number 94475:				44,518.86
94476	COLLINS 10/19/16	Tim Collins reimbursement for Water Test fee and certificate	10/21/2016	120.00
Total for Check Number 94476:				120.00
94477	COO09 10/17/16	Tina Cook Refund Flag Football	10/21/2016	45.00
Total for Check Number 94477:				45.00
94478	ELI03 50716 50724 50747 51071 51071 51071 51071 51071 51071 51071 51071	EMMS Inc Special Event Services. Supplemental for Monthly Services. Special Event Services. Cleaning Services / Pavilion. Cleaning Services / Civic Center. Cleaning Services / Community Center. Cleaning Services / Parks. Cleaning Services / Twelve Bridges Library. Cleaning Services / Corporation Yard. Cleaning Services / CityHall. Cleaning Services / Police Station.	10/21/2016	18.50 45.00 350.00 479.00 295.00 1,485.00 1,950.00 2,360.00 750.00 1,950.00 600.00
Total for Check Number 94478:				10,282.50
94479	GRE07 11266	Greater Sacramento Softball Assoc Strike mats	10/21/2016	86.38
Total for Check Number 94479:				86.38
94480	HAR34 10/19/2016	Renae Hart Library conference Fairfiled per diem	10/21/2016	76.50
Total for Check Number 94480:				76.50
94481	HUB01 10/17/2016	Hub International Insurance Services Inc. September Special Event Ins	10/21/2016	466.76
Total for Check Number 94481:				466.76
94482	HUN07 10/18/16	Kathryn Hunt Library conference Fairfield per diem	10/21/2016	76.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 94482:				76.50
94483	INT20	Intech Mechanical Company LLC	10/21/2016	
	11608	HVAC repairs/ Various City locations.		463.24
	11660	HVAC repairs/ Various City locations.		335.00
	11677	HVAC repairs/ Various City locations.		537.25
	11821	HVAC repairs/ Various City locations.		614.30
	11854	HVAC repairs/ Various City locations.		2,630.95
	11928	HVAC repairs/ Various City locations.		470.00
	11941	HVAC repairs/ Various City locations.		293.00
Total for Check Number 94483:				5,343.74
94484	J&A01	Doyle L. Long	10/21/2016	
	80661	Graffiti removal / Parks.		150.00
Total for Check Number 94484:				150.00
94485	JDP01	J.D. Pasquetti Engineering, Inc.	10/21/2016	
	3732	Paving Services / McBean Park.		16,728.00
Total for Check Number 94485:				16,728.00
94486	KEL12	Kelly-Moore Paint Company Inc	10/21/2016	
	203-00000245097	Paint and Supplies for various City Facilities.		1,128.75
	207-00000287398	Paint and Supplies for various City Facilities.		152.92
Total for Check Number 94486:				1,281.67
94487	LAK01	Lake Development-Lincoln LLC	10/21/2016	
	10/19/16	Reimbursement for Village 1 Specific Plan		107,138.00
Total for Check Number 94487:				107,138.00
94488	MAR07	Mark Thomas & Co. Inc.	10/21/2016	
	26478	Lincoln Boulevard - Phase II Streetscape Improv		176.00
	26478	Amendment #2 Reso# 2015-249.		336.56
Total for Check Number 94488:				512.56
94489	MAT11	Matson & Isom Technology Consulting	10/21/2016	
	55737	Technology Improvements for the Library.-Th		1,786.25
	55739	Workstations		525.00
	55744	PD Virtual Host		687.50
	55745	Wireless		907.50
Total for Check Number 94489:				3,906.25
94490	MCG01	McGuire Pacific Constructors	10/21/2016	
	2	CCO # 2. Conversion of Joiner Parkway median		5,451.40
	2	CCO # 2 Joiner Parkway median landscape irrig.		-743.03
	2	CCO #1 Reso #2016-143. Park & Landscape Im		9,409.20
Total for Check Number 94490:				14,117.57
94491	MOR10	Morrison Landscape Inc.	10/21/2016	
	1072	Monthly Landscape Services / Streetscapes.		31,017.85
	1072	Monthly Landscape Services / Facilities.		1,200.00
	1072	Monthly Landscape Services / Airport.		125.00
	1073	Weed Control Services / Water Quality.		600.00
	1074	Weed Control Services / Water Quality.		600.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 94491:				33,542.85
94492	NEI03	NeighborWorks Home Ownership Center S	10/21/2016	
	CL16-151	Program Management / Administrative Services		200.00
	CL16-51	Program Management / Administrative Services		340.00
Total for Check Number 94492:				540.00
94493	OMN02	Omni-Means LTD	10/21/2016	
	37065	12 Bridges & Joiner resurfacing Project. Reso #		271.50
Total for Check Number 94493:				271.50
94494	PGE01	P G & E 8366369610-8	10/21/2016	
	10/06/2016	Sept 2016		3,025.34
	10/06/2016	Sept 2016		2,206.62
	10/06/2016	Sept 2016		3,355.49
	10/06/2016	Sept 2016		554.46
	10/06/2016	Sept 2016		1,294.08
	10/06/2016	Sept 2016		14,062.64
	10/06/2016	Sept 2016		3,049.45
	10/06/2016	Sept 2016		3,636.66
	10/06/2016	Sept 2016		117,727.53
	10/06/2016	Sept 2016		1,455.71
	10/06/2016	Sept 2016		2,272.37
Total for Check Number 94494:				152,640.35
94495	PGE04	PG&E 8451289619-6	10/21/2016	
	10/31/16	thru 10/12/16		4,738.28
Total for Check Number 94495:				4,738.28
94496	PGE07	PG&E 1149231463-5	10/21/2016	
	10/07/2016	Thru 10/6/16		8,001.94
Total for Check Number 94496:				8,001.94
94497	PON02	Ponticello Enterprises Consulting Services	10/21/2016	
	065.500.018	Lincoln Blvd. Bridge Replacement On-Call Engi		800.00
	067.500.025	Nathan Dubin Park On-Call Engineering Service		606.25
	068.500.025	Jimenez Park On-Call Enginerrng Services.		271.25
Total for Check Number 94497:				1,677.50
94498	POOLE	Chuck Poole	10/21/2016	
	10/05/2016	Per diem AWWA Conference		181.00
Total for Check Number 94498:				181.00
94499	PRO22	Ray Klein Inc	10/21/2016	
	907000000117	Collection Agency Fees.		40.46
	907000000117	Collection Agency Fees.		40.45
	907000000117	Collection Agency Fees.		40.45
Total for Check Number 94499:				121.36
94500	PRO29	Stephen R. King	10/21/2016	
	1149	Application of replacement lettering decals / Fire		165.00
Total for Check Number 94500:				165.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
94501	RAW02	Rawles Engineering Inc	10/21/2016	
	2	C Street Waterline Replacement Proj less retentio		-12,625.20
	2	C Street Waterline Replacement Project.		252,504.00
Total for Check Number 94501:				239,878.80
94502	SAL10	Salaber Associates Inc.	10/21/2016	
	CA1402N-12	Lincoln Stake Center / On-Call Engineering.		2,600.00
	CA1602-06	Stadium Baseball Field Renovation Project / On-		3,844.70
	CA1604A-05	Joiner Parkway Irrigation / On-Call Engineering.		2,800.00
	CA1604B-05	Summerset Assisted Living Inspection Services /		2,240.00
	CA1604C-05	Inspection Services / On-Call Engineering Servi		11,238.80
	CA1604D-03	Senior Living / On-Call Engineering Services.		1,200.00
	CA1604E-01	Constrution Management & Inspection Services		1,360.00
Total for Check Number 94502:				25,283.50
94503	SCANLON	Gwen Scanlon	10/21/2016	
	10/03/2016	Reimburse meals and mileage training in Riversi		48.26
Total for Check Number 94503:				48.26
94504	SCH31	Sam Schlafer	10/21/2016	
	10/18/16	Library conference Fairfield per diem		76.50
Total for Check Number 94504:				76.50
94505	SIE01	Sierra Chemical Co.	10/21/2016	
	SLS 10039584	Pool Chemicals & supplies.		715.35
Total for Check Number 94505:				715.35
94506	SIE18	Sierra Valley Construction, Inc.	10/21/2016	
	2	Nathan Dubin Neighborhood Park Project.		326,693.64
	2	Nathan Dubin Neighborhood Park Proj less reter		-16,334.71
Total for Check Number 94506:				310,358.93
94507	SIE18	Sierra Valley Construction, Inc.	10/21/2016	
	4R	McBean Stadium Baseball Field less retention Si		-16,599.98
	4R	McBean Stadium Baseball Field Renovation Pro		331,999.66
Total for Check Number 94507:				315,399.68
94508	SOB01	Cody Sober	10/21/2016	
	10/05/2016	reimburse for academy pants and box & lock for		178.25
Total for Check Number 94508:				178.25
94509	STA18	Stantec Consulting Services, Inc.	10/21/2016	
	1091254	Sorrento Master Reclamation Permit Notice & P		444.00
	1103165	Sorrento Master Reclamation Permit Notice & P		775.00
	1105802	EIR Project 270 & Lincoln Crossing Flow Study		15,797.36
Total for Check Number 94509:				17,016.36
94510	STO06	Stockton TRI Industries Inc.	10/21/2016	
	77335	Repair Commercial Bins.		4,398.00
Total for Check Number 94510:				4,398.00
94511	UB*03543	DEANNA JONES	10/21/2016	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
		Refund Check		905.54
			Total for Check Number 94511:	905.54
94512	URB01	David E. Rowan	10/21/2016	
	142735	Tree removal/repair at various City locations. To		2,600.00
	142736	Tree removal/repair at various City locations.Mo		700.00
			Total for Check Number 94512:	3,300.00
94513	USB04	U.S. Bank Corporate Payment System	10/21/2016	
	09/22/2016	Collins		159.98
	09/22/2016	Craugh		13.34
	09/22/2016	Dworak		315.00
	09/22/2016	Dworak		717.73
	09/22/2016	Dworak		805.00
	09/22/2016	Dworak		39.50
	09/22/2016	Eide		454.08
	09/22/2016	Espinoza		3.20
	09/22/2016	Espinoza		35.00
	09/22/2016	Foster		40.23
	09/22/2016	Foster		171.12
	09/22/2016	Foster- tax		11.44
	09/22/2016	Foster- tax		-11.44
	09/22/2016	Friese		48.78
	09/22/2016	Frost		25.65
	09/22/2016	Gix		475.00
	09/22/2016	Halley		53.65
	09/22/2016	Halley		370.25
	09/22/2016	Halley		145.17
	09/22/2016	Halley		25.01
	09/22/2016	Halley		25.00
	09/22/2016	Hanson		253.48
	09/22/2016	Hanson		43.57
	09/22/2016	Hanson- tax		2.40
	09/22/2016	Hanson- tax		-2.40
	09/22/2016	Hart		485.00
	09/22/2016	Hawley		874.81
	09/22/2016	Hawley- tax		32.37
	09/22/2016	Hawley- tax		-32.37
	09/22/2016	Hedman		249.40
	09/22/2016	Hookins		281.93
	09/22/2016	Hookins		116.10
	09/22/2016	Hunt		120.00
	09/22/2016	Hunt		665.00
	09/22/2016	Hunt		191.16
	09/22/2016	Kent		131.30
	09/22/2016	Klemp		515.99
	09/22/2016	Klemp-tax		34.37
	09/22/2016	Klemp-tax		2.54
	09/22/2016	Klemp-tax		-34.37
	09/22/2016	Klemp-tax		-2.54
	09/22/2016	Lattuca		104.31
	09/22/2016	Lattuca-tax		1.24
	09/22/2016	Lattuca-tax		-1.24
	09/22/2016	Leftwich		364.32
	09/22/2016	Leftwich		364.32
	09/22/2016	Leftwich		9.62
	09/22/2016	Leftwich-tax		0.72
	09/22/2016	Leftwich-tax		-0.72

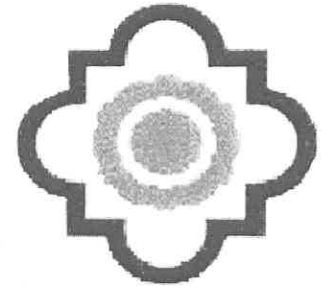
Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	09/22/2016	Lee		4,678.26
	09/22/2016	Lombardi		1,520.68
	09/22/2016	Lombardi		2,462.54
	09/22/2016	Lukins		490.05
	09/22/2016	Maldonado		1,500.29
	09/22/2016	Maldonado		50.00
	09/22/2016	Maldonado		46.70
	09/22/2016	Maldonado		1,426.65
	09/22/2016	Marshall		23.71
	09/22/2016	Mathus		1,435.95
	09/22/2016	Mathus		558.66
	09/22/2016	Miller		481.76
	09/22/2016	Miller		341.80
	09/22/2016	Miller-tax		11.25
	09/22/2016	Miller-tax		-11.25
	09/22/2016	Miller-tax		20.25
	09/22/2016	Miller-tax		-20.25
	09/22/2016	Miller-tax		5.39
	09/22/2016	Miller-tax		-5.39
	09/22/2016	Reyes		56.53
	09/22/2016	Reyes		13.96
	09/22/2016	Reynolds		311.97
	09/22/2016	Saylers		320.66
	09/22/2016	Saylers		247.52
	09/22/2016	Scanlon		94.82
	09/22/2016	Shrum		1,233.11
	09/22/2016	Shrum - tax		8.57
	09/22/2016	Shrum - tax		-8.57
	09/22/2016	Spence		163.94
	09/22/2016	Spencer		235.19
	09/22/2016	Spinale		117.93
	09/22/2016	Thatcher		90.00
	09/22/2016	Thatcher		52.85
	09/22/2016	Thomas		44.73
	09/22/2016	Thompson		710.44
	09/22/2016	Thompson		637.73
	09/22/2016	Thompson- tax		1.05
	09/22/2016	Thompson- tax		-1.05
	09/22/2016	Thompson- tax		11.24
	09/22/2016	Thompson- tax		-11.24
	09/22/2016	Tillman		344.83
	09/22/2016	Trupovnieks		757.00
	09/22/2016	Trupovnieks		35.45
	09/22/2016	Tyler		478.51
	09/22/2016	Weiss		55.00
	09/22/2016	Davis		1,020.69
	09/22/2016	Davis- tax		65.18
	09/22/2016	Davis- tax		-65.18
	09/22/2016	Lombardi Scott		226.78
	09/22/2016	Halley		25.00
	09/22/2016	Halley		9.66
	09/22/2016	Halley		2,173.50
	09/22/2016	Halley- tax		162.45
	09/22/2016	Halley- tax		-162.45
	09/22/2016	Halley- tax		4.89
	09/22/2016	Halley- tax		-4.89
	09/22/2016	Halley- tax		5.63
	09/22/2016	Halley- tax		-5.63
	09/22/2016	Halley- tax		6.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	09/22/2016	Halley- tax		-6.00
	09/22/2016	Halley- tax		0.60
	09/22/2016	Halley- tax		-0.60
	09/22/2016	Halley- tax		21.92
	09/22/2016	Halley- tax		-21.92
	09/22/2016	Alves		121.12
	09/22/2016	Alves tax		1.87
	09/22/2016	Alves tax		-1.87
	09/22/2016	Ambrose		255.00
	09/22/2016	Andrews		216.44
	09/22/2016	Bishop		832.74
	09/22/2016	Bonar		751.78
	09/22/2016	Bonar		235.00
	09/22/2016	Boynton		121.21
	09/22/2016	Boynton		543.06
	09/22/2016	Bradley		161.11
	09/22/2016	Brower		303.86
	09/22/2016	Brown		1,294.51
	09/22/2016	Brown		55.27
	09/22/2016	Brown		15.03
	09/22/2016	Brown- tax		55.33
	09/22/2016	Brown- tax		-55.33
	09/22/2016	Butler		160.62
	09/22/2016	Button		768.43
	09/22/2016	Caples		757.19
Total for Check Number 94513:				39,760.22
94514	VAL02 649704	Valley Truck & Tractor Co parts for Airport	10/21/2016	75.22
Total for Check Number 94514:				75.22
94515	VER07 8-1521700 9-1521700	Verde Design Inc Landscape architecture services for the McBean Landscape architecture services for the McBean	10/21/2016	2,545.30 2,485.00
Total for Check Number 94515:				5,030.30
94516	WES12 09/30/2016	(WPWMA) Placer County Sept 2016	10/21/2016	140,859.67
Total for Check Number 94516:				140,859.67
Total for 10/21/2016:				1,614,196.44
Report Total (56 checks):				1,614,196.44

Accounts Payable

Checks by Date - Detail by Check Date

User: khitch
Printed: 10/28/2016 3:52 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
94517	ADV03 16487	Advantage Gear, Inc. Clothing	10/28/2016	263.69
Total for Check Number 94517:				263.69
94518	AIR04 9939725791	Airgas Inc, Oxygen / Fire.	10/28/2016	82.50
Total for Check Number 94518:				82.50
94519	AMR01 197130	American Medical Response, Inc Emergency Medical Response Services/PD.	10/28/2016	250.00
Total for Check Number 94519:				250.00
94520	ASC02 390877 392925	Ascent Aviation Group, Inc. Jet A Fuel 100LL Aviation	10/28/2016	14,455.63 27,825.29
Total for Check Number 94520:				42,280.92
94521	ATT CAL2 8713630 8722258 8722259 8722260 8722261 8722262 8722263 8722264 8722265 8722266 8722267	AT&T CALNET 3 9391051496 10 MBPS City Hall 9391051457 9391051458 PD Fire Station 9391051459 Library 9391051460 9391051461 Library 9391051462 Library 9391051463 Fire 9391051464 Fire Corp Yard 9391051465 Comm Center 9391051466	10/28/2016	618.38 695.84 453.81 381.20 381.20 381.20 381.20 381.20 381.20 381.20 381.20 381.20
Total for Check Number 94521:				4,817.63
94522	ATT20 10/07/2016	AT&T 234 342-8554 ComCntr Community Center 10/07/16 - 11/06/16	10/28/2016	620.82
Total for Check Number 94522:				620.82
94523	att21 10/07/16	AT&T 234 342-8556 FS#35 10/07/16 - 11/06/16 Fire Station 3	10/28/2016	620.82
Total for Check Number 94523:				620.82
94524	att22 10/07/16	AT&T 234 342-8555 Corp Yard Corp yard 10/07/16 - 11/06/16	10/28/2016	620.82
Total for Check Number 94524:				620.82

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
94525	ATT24 10/07/2016	At&T 234 343-0641 Librar Library 10/7/16 - 11/06/16	10/28/2016	1,241.65
Total for Check Number 94525:				1,241.65
94526	att26 10/07/16	AT&T 234 343-1098 Library 10/7/16 - 11/6/16 Library	10/28/2016	620.82
Total for Check Number 94526:				620.82
94527	att27 10/07/16	AT&T 234 342-9979 FS#2 Joiner FS 10/7/16 - 11/6/16	10/28/2016	620.82
Total for Check Number 94527:				620.82
94528	att31 10/07/16	AT&T 234 343-2467 City Hall 10/7/16 - 11/6/16 City Hall	10/28/2016	1,415.65
Total for Check Number 94528:				1,415.65
94529	att33 10/07/16	AT&T 234 343-2198 McBean FS 10/7/16 - 11/6/16 McBean FS	10/28/2016	620.82
Total for Check Number 94529:				620.82
94530	att39 10/7/2016	AT&T 234-343-6759 PD 10/7/16 - 11/6/16 PD	10/28/2016	741.95
Total for Check Number 94530:				741.95
94531	AUT02 983002	Auto West Dodge OEM parts for Dodge vehicles.	10/28/2016	148.35
Total for Check Number 94531:				148.35
94532	BAR18 1035252 18376 18659	National Discount Textiles Inc Boots - Reynolds Boots - Cobleigh Boots - Reid	10/28/2016	161.91 279.47 177.34
Total for Check Number 94532:				618.72
94533	BCL01 B246807 B247131 B247512	B C Laboratories, Inc. Water Testing Services. Water Testing Services. Water Testing Services.	10/28/2016	300.00 434.00 300.00
Total for Check Number 94533:				1,034.00
94534	BEN11 16096144 16096144	Bennett Engineering Ser. Inc. Tank 3 Catta Verdera North Project/ Design Serv Tank 3 Catta Verdera North Project/ Design Serv	10/28/2016	22,363.03 22,363.03
Total for Check Number 94534:				44,726.06
94535	BID01 380069	Annie Smith dba Bidwell Water water	10/28/2016	90.00
Total for Check Number 94535:				90.00
94536	BLU03 006121947	Galls, LLC Uniforms for reserve officers / volunteers.	10/28/2016	750.87

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 94536:				750.87
94537	BOA01 10/25/16	Board of Equalization Interest thru 11/30/16 Audit Finding 101-011519	10/28/2016	536.41
Total for Check Number 94537:				536.41
94538	CAG02 2	Caggiano General Engineering Inc Release of retention Caggiano Cathodic Protectio	10/28/2016	4,789.60
Total for Check Number 94538:				4,789.60
94539	cal46 10/24/2016	CCAC California City Clerks Association CCAC Training for Scanlon & Gix	10/28/2016	80.00
Total for Check Number 94539:				80.00
94540	CON20 49 50 50	Consolidated CM, Inc. Regional Sewer Regional Sewer Regional Sewer	10/28/2016	50,782.42 16,874.26 29,246.06
Total for Check Number 94540:				96,902.74
94541	COR04 81724538 81732953	Corelogic Solutions LLC Foreclosure report Foreclosure report	10/28/2016	125.00 125.00
Total for Check Number 94541:				250.00
94542	CSG01 B160656 B160656	CSG Consulting Inc. Permit / Plan Review - Inspection Services/ Buil Permit / Plan & Inspection Services.	10/28/2016	977.50 735.00
Total for Check Number 94542:				1,712.50
94543	CUM02 023-76468 023-76537 023-77309	Cummins Pacific LLC OEM parts for all Cummins engines. OEM parts for all Cummins engines. OEM parts for all Cummins engines.	10/28/2016	27.15 5,334.14 964.01
Total for Check Number 94543:				6,325.30
94544	DEP02 191850	Department Of Justice Fingerprinting Services for staff, contractors and	10/28/2016	160.00
Total for Check Number 94544:				160.00
94545	EID02 10/25/2016	Gary Eide reimburse for work boots	10/28/2016	247.25
Total for Check Number 94545:				247.25
94546	ELI03 51319 51319 51319 51319 51319 51319 51319	EMMS Inc Cleaning Services / CityHall. Cleaning Services / Police Station. Cleaning Services / Corporation Yard. Cleaning Services / Twelve Bridges Library. Cleaning Services / Pavilion. Cleaning Services / Civic Center. Cleaning Services / Community Center.	10/28/2016	1,950.00 600.00 750.00 2,360.00 479.00 295.00 1,485.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	51319	Cleaning Services / Parks.		1,950.00
	51412	Special Event Services.		315.00
	51414	Special Event Services.		393.00
Total for Check Number 94546:				10,577.00
94547	ETH01 41884	Insomniac Productions Inc Embroidery Polo Shirts	10/28/2016	90.30
Total for Check Number 94547:				90.30
94548	FEH01 109781	Fehr & Peers Associates Inc. Traffic Analysis Village 7 / On-Call Planning Ser	10/28/2016	3,590.00
Total for Check Number 94548:				3,590.00
94549	Frisch01 6796	Frisch Engineering, Inc. SCADA System /Preventative & unscheduled m	10/28/2016	2,480.00
Total for Check Number 94549:				2,480.00
94550	FUT01 939489 939696 941200	Future Ford Tire repairs/replacement & misc parts for the Pol Tire repairs/replacement & misc parts for the Pol Tire repairs/replacement & misc parts for the Pol	10/28/2016	203.95 777.01 237.50
Total for Check Number 94550:				1,218.46
94551	GAR19 2676 744626	Gary Webb Trucking LLC Dumptruck Services / Engineering. Dumptruck Services / Engineering.	10/28/2016	5,132.00 232.00
Total for Check Number 94551:				5,364.00
94552	GEO04 3216235 3216309	Geosyntec Consultants Inc Environmental Consulting - Crocker Knoll / On- Environmental Consulting - Crocker Knoll / On-	10/28/2016	3,482.43 341.19
Total for Check Number 94552:				3,823.62
94553	gol08 16629382 16629388 16631239 16631240 16631666 16631675 16632525 16632528 16633034 16633046 16633051 16633053 16633054	Gold Country Media Village 1 IFP Solar zoning ordinance Meadowlands rezone Meadowlands general plan RFP Video Service CalPers CalPers Ordinance water/sewer ordinace vesting map TEFRA Solar Moratorium Repeal Building code ordinance Speed limits ordinance	10/28/2016	900.00 720.00 540.00 540.00 238.80 392.00 231.80 140.40 296.00 218.00 192.20 201.60 145.40
Total for Check Number 94553:				4,756.20
94554	GOL09 I-052756 I-052759 I-052773 I-052777	Golden State Flow Measurement Inc. Meters / MXU residential replacements / Water C Meters / MXU residential replacements / Water C Meters / MXU new construction / Water Quality Meters / MXU residential replacements / Water C	10/28/2016	833.13 1,406.73 9,716.16 3,466.55

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 94554:				15,422.57
94555	GOO02 8691	Goodwin Consulting Group, Inc Provide annual administration of the City of Lincoln	10/28/2016	1,097.50
Total for Check Number 94555:				1,097.50
94556	gra02	W.W. Grainger, Inc.	10/28/2016	
	9237900171	Tools / Supplies for the Fleet division.		61.50
	9238507017	Tools supplies for the Facilities division.		358.45
	9241590810	Tools / Supplies for the Fleet division.		-61.50
	9242190883	Tools / Supplies for the Fleet division.		61.60
	9244355757	Tools / Supplies for the Fleet division.		361.27
Total for Check Number 94556:				781.32
94557	GRO01 1216174 1216174-1	Ferguson Enterprises Inc. Pipes & fittings / Waste water. Pipes & fittings / Waste water.	10/28/2016	1,539.19 238.44
Total for Check Number 94557:				1,777.63
94558	GYM01 00080384	Gym Doctors Gym Equipment Maintenance Services / Fire.	10/28/2016	270.00
Total for Check Number 94558:				270.00
94559	HAN09 048004	Roger W. Hancock Maintenance & Testing on the underground storage tanks	10/28/2016	527.90
Total for Check Number 94559:				527.90
94560	HI-01 154895	Hi-Tech Emergency Vehicle Ser. Inc. Parts for All Fire trucks & Fire equipment.	10/28/2016	550.48
Total for Check Number 94560:				550.48
94561	ICM03 10/21/16	International City/County Mgt Assoc Member 216883 / Brower/ Jan 2017 - Dec 2017	10/28/2016	1,400.00
Total for Check Number 94561:				1,400.00
94562	INT02 14071 14085	Interstate Sales striping supplies Paint, Thermoplastic Materials & supplies for the	10/28/2016	227.42 408.61
Total for Check Number 94562:				636.03
94563	INT16 29254 29767	Interwest Consulting Group Inc Permit / Plan & Inspection Services. Permit / Plan & Inspection Services.	10/28/2016	2,090.00 1,258.75
Total for Check Number 94563:				3,348.75
94564	INT28 I-6150 I-6200	Interpretive Graphics Signs & Systems Plaques for various city locations. Plaques for various city locations.	10/28/2016	1,662.00 123.78
Total for Check Number 94564:				1,785.78
94565	JMS01 3	JM Slover, Inc. Upgrade construction for Robert Jimenez Comm	10/28/2016	375,097.98

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	3	Robert Jimenez Comm.Park less retention JM SI		-18,754.92
			Total for Check Number 94565:	356,343.06
94566	JOE01 JSP-2016-18	Joe Silva Productions City Council Video Production Services.	10/28/2016	1,046.25
			Total for Check Number 94566:	1,046.25
94567	JUD01 6227	Judicial Data Systems Parking citation administrative services. August	10/28/2016	100.00
			Total for Check Number 94567:	100.00
94568	MAT11 56076	Matson & Isom Technology Consulting Citywide IT Support. October	10/28/2016	12,000.00
			Total for Check Number 94568:	12,000.00
94569	MIC10 948205 954529 956199	Michael Baker International Inc General Planning Support / On-Call Engineering Amendment #1 Lincoln Meadows / On-Call Plan Lincoln Meadows / On-Call Planning Services.	10/28/2016	770.00 4,296.94 482.50
			Total for Check Number 94569:	5,549.44
94570	NEI03 CL16-154 CL16-154	NeighborWorks Home Ownership Center S Program Management / Administrative Services Program Management / Administrative Services	10/28/2016	340.00 200.00
			Total for Check Number 94570:	540.00
94571	NOR16 K 76413 Y 42192	North State Tire Co. Inc. Tires for Citywide Fleet. Tires for Citywide Fleet.	10/28/2016	3,128.53 1,936.85
			Total for Check Number 94571:	5,065.38
94572	NOR23 194013 195451 53307	Northern California Gloves Safety supplies / Fleet. Safety supplies / Fleet. Safety Supplies / Waste water..	10/28/2016	775.37 -366.04 183.56
			Total for Check Number 94572:	592.89
94573	PGE00 10/14/2016 10/14/2016 10/14/2016a 10/14/2016b 10/14/2016c 10/14/2016d 10/14/2016e 10/14/2016f 10/14/2016g 10/14/2016h 10/14/2016i 10/14/2016j 10/14/2016k 10/14/2016l 10/14/2016m	PG&E 6412542231-7 streetlights thru 10/14/16 thru 10/14/16 LL8 3796880370-2 LL6 3453010346-3 LL5 0958050675-7 LL13 4127007104-0 LL9 2188395965-8 LLORIG 5224189338-8 LL2 4743555123-0 LL 3899550976-7 LL 9387091607-4 4600917656-4 LL29 LL15 1189022797-5 LL1 8052449916-9 LL12 5982801621-8	10/28/2016	10,000.52 15,684.45 9.02 44.53 250.34 298.26 16.06 3,021.68 164.66 112.88 70.30 13.42 68.07 57.14 20.41

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 94573:				29,831.74
94574	PGE02 10/19/16	PG&E 5787347552-9 Thru 10/18/16	10/28/2016	1,815.65
Total for Check Number 94574:				1,815.65
94575	PGE03 10/14/16	PG&E 0351134292-9 640 5th thru 10/13/16	10/28/2016	1,421.10
Total for Check Number 94575:				1,421.10
94576	PGE06 10/14/16 10/14/16 10/14/16 10/14/16 10/14/16 10/14/16 10/14/16 10/14/16 10/14/16	PG&E 3010198242-6 Sept 2016 Sept 2016 Sept 2016 Sept 2016 Sept 2016 Sept 2016 Sept 2016 Sept 2016 Sept 2016 Sept 2016	10/28/2016	241.28 666.06 9.52 3,511.27 2,114.48 416.17 296.25 50.94 26.60
Total for Check Number 94576:				7,332.57
94577	PGE37 10/19/16	PG&E 3306311543-1 Joeger Rd Pump and Lincoln Blvd	10/28/2016	20,184.38
Total for Check Number 94577:				20,184.38
94578	PLA22 11/01/2016a 11/01/2016b 11/01/2016c 11/01/2016d 11/01/2016e 11/01/2016f 11/01/2016g 11/01/2016h	Placer County Tax Collector 021-231-019-000 (annexed August 2016) not shc 021-263-019-000 annexation reflected County w 021-321-091-000 019-290-066-000 019-290-067-000 021-140-032-000 021-282-003-000 021-282-005-000	10/28/2016	112.66 26.10 17.02 960.14 965.56 2,570.84 616.94 4,373.00
Total for Check Number 94578:				9,642.26
94579	PLA26 08/12/16	Placer County Auditor Cntrl. Citation Processing August	10/28/2016	425.00
Total for Check Number 94579:				425.00
94580	PLE01 69970	Pleasanton Truck & Equip Repair Inc Supplies & Equipment / Fleet.	10/28/2016	1,210.21
Total for Check Number 94580:				1,210.21
94581	PON02 065.105.013 065.107.002	Ponticello Enterprises Consulting Services Lincoln Meadows/ On-Call Engineering Service: SUD-B NE Quadrant / On-Call Engineering Serv	10/28/2016	2,798.75 2,242.50
Total for Check Number 94581:				5,041.25
94582	PRE14 21609-1621	Premier Print & Mail Flyers for Youth Basketball	10/28/2016	342.12

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 94582:				342.12
94583	PRU01	Prudential Overall Supply	10/28/2016	
	180253975	Uniform Services / Streets.		45.14
	180257560	Uniform Services / Fleet.		74.14
	180258688	Uniform Services / Waste Water.		78.18
	180259238	Mats / Corporation Yard.		94.80
	180259239	Mats / Airport.		22.80
	180259245	Uniform Services / Fleet.		73.37
	180259247	Uniform Services / Streets.		45.14
	180259248	Uniform Services / Facilities.		12.76
	180259248	Uniform Services / Parks.		6.38
	180259248	Uniform Services / Parks.		12.76
	180259249	Uniform Services / Water Quality.		38.28
	180259250	Uniform Services / Solid Waste.		65.46
	180259251	Uniform Services / Airport.		20.48
	180259252	Uniform Services / Waste Water.		78.18
	180259814	Uniform Services / Fleet.		73.37
	180259816	Uniform Services / Streets.		45.14
	180259817	Uniform Services / Facilities.		12.76
	180259817	Uniform Services / Parks.		12.76
	180259817	Uniform Services / Parks.		6.38
	180259818	Uniform Services / Water Quality.		38.28
	180259819	Uniform Services / Solid Waste.		65.46
	180259820	Uniform Services / Airport.		20.48
	180259821	Uniform Services / Waste Water.		78.18
	180260362	Mats / Library.		13.20
	180260363	Mats / Police.		46.80
	180260364	Mats / City Hall.		15.60
	180260365	Mats / Community Center.		42.00
	180260373	Uniform Services / Streets.		45.14
	180260374	Uniform Services / Facilities.		12.76
	180260374	Uniform Services / Parks.		12.76
	180260374	Uniform Services / Parks.		6.38
	180260375	Uniform Services / Water Quality.		38.28
	180260376	Uniform Services / Solid Waste.		65.46
	180260377	Uniform Services / Airport.		20.48
Total for Check Number 94583:				1,339.54
94584	pur02	Mary Purvis	10/28/2016	
	10/24/2016	toilet rebate - 2		150.00
Total for Check Number 94584:				150.00
94585	QUI06	Quincy Engineering Inc.	10/28/2016	
	17462-0	McBean Park Drive Bridge Replacement. Reso#		20,348.01
	17462-0	McBean Park Drive Bridge Replacement. Reso#		2,636.29
Total for Check Number 94585:				22,984.30
94586	ram02	Ramos Oil Company-CR Lock	10/28/2016	
	783309	PD		1,102.66
	788066	PD		1,172.78
	788434	Fuel		591.24
	788434	Fuel		128.20
	788434	Fuel		179.29
	788434	Fuel		178.29
	788434	Fuel		197.01
	788434	Fuel		4,020.28

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	788434	Fuel		20.67
	788434	Fuel		768.92
	788434	Fuel		621.80
	788434	Fuel		103.37
	788434	Fuel		133.59
	788434	Fuel		81.38
	788490	WWT		295.67
	788739	Fire		735.15
	796189	PD		1,163.95
	796560	Fuel		41.36
	796560	Fuel		49.14
	796560	Fuel		47.00
	796560	Fuel		553.08
	796560	Fuel		2,886.81
	796560	Fuel		47.50
	796560	Fuel		58.07
	796560	Fuel		720.72
	796560	Fuel		131.22
	796560	Fuel		174.95
	796560	Fuel		516.32
	796618	WWT		174.20
	796857	Fire		808.75
Total for Check Number 94586:				17,703.37
94587	RAM03 158819	Ramos Environmental Services waste	10/28/2016	142.00
Total for Check Number 94587:				142.00
94588	RIE01 09/30/2016	Riebes Auto Parts, LLC Parts for City's Fleet - batteries, alt., starters, sup	10/28/2016	3,113.30
Total for Check Number 94588:				3,113.30
94589	ROC13 10/20/16 10/20/16 10/20/16	Rocklin Heating & Air permit refund 16-44355 permit refund 16-44355 permit refund 16-44355	10/28/2016	96.80 4.00 1.00
Total for Check Number 94589:				101.80
94590	SIE04 IN82305 IN82350	Sierra Safety Company Cones, Barricades, Other Safety Equip / Parks di supplies	10/28/2016	134.16 121.45
Total for Check Number 94590:				255.61
94591	STA08 13938223 13947544 13949148	Stanley Convergent Security Solutions Inc. Security Services at various City facilities. Security Services at various City facilities. Security Services at various City facilities.	10/28/2016	200.76 204.54 325.20
Total for Check Number 94591:				730.50
94592	STA18 1106086 1106095 1106807	Stantec Consulting Services, Inc. (Task 1-3) Labor & Operations WWTRF . (Task 9) WWTRF Direct Expenses . (Task 10) SMD1 Regional Pipeline .	10/28/2016	206,056.60 99,957.41 85,037.21
Total for Check Number 94592:				391,051.22

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
94593	SUN08 63333148-001	Sunbelt Rentals, Inc. Rental equipment for the Facilities division.	10/28/2016	904.03
Total for Check Number 94593:				904.03
94594	TEC03 1658	Ansorge Inc. AWOS Airport Communication Equipment Serv	10/28/2016	300.00
Total for Check Number 94594:				300.00
94595	tho27 10/19/16	Mikayla Thorsted Refund - Gazebo	10/28/2016	95.00
Total for Check Number 94595:				95.00
94596	THY00 3002820505	Thyssenkrupp Elevator Corp Routine Full Maintenance 10/01/16 - 12/31/16	10/28/2016	1,564.71
Total for Check Number 94596:				1,564.71
94597	UB*03544	VIRGINIA POWERS Refund Check	10/28/2016	266.22
Total for Check Number 94597:				266.22
94598	UB*03545	BRETT ROZELL Refund Check Refund Check	10/28/2016	509.45 32.87
Total for Check Number 94598:				542.32
94599	UB*03546	RAMSEY SHARIF Refund Check	10/28/2016	2.88
Total for Check Number 94599:				2.88
94600	ULI01 80505051	Uline Inc. Oil and grease containers	10/28/2016	160.47
Total for Check Number 94600:				160.47
94601	urm01 10/14/16	Roxanne Urman Toilet rebate - 2	10/28/2016	150.00
Total for Check Number 94601:				150.00
94602	WAG05 125AI0486297 125AI0491876	Wage Works Inc. Flex Plan Administrative Fees. August Flex Plan Administrative Fees. September	10/28/2016	60.00 60.00
Total for Check Number 94602:				120.00
94603	WAV01 01224091	Wave Broadband Data Circuits. Oct 2016	10/28/2016	755.00
Total for Check Number 94603:				755.00
94604	WES10 SA813109	Western Truck Parts & Equip Co./Western Equipment & supplies / Fleet.	10/28/2016	32.88
Total for Check Number 94604:				32.88
94605	WES12	(WPWMA) Placer County	10/28/2016	

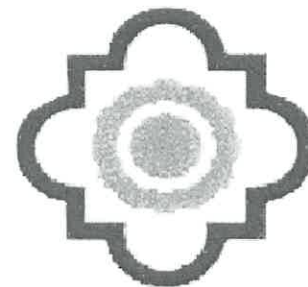
Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	117703	MPWMA Lease agreement / Waste Water divisic		3,952.35
Total for Check Number 94605:				3,952.35
Total for 10/28/2016:				1,177,589.05
Report Total (89 checks):				1,177,589.05

ACH

Accounts Payable

Checks by Date - Detail by Check Date

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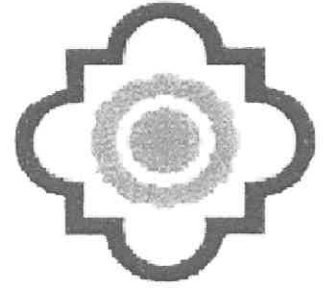


Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	pla03	Placer County Water Agency	10/31/2016	
	10/05/16	9/1/16 - 10/3/16 Unregulated Meter		28,998.61
	10/05/2016	9/1/16 - 10/3/16 Main Meter		757,962.69
Total for this ACH Check for Vendor pla03:				786,961.30
Total for 10/31/2016:				786,961.30
Report Total (1 checks):				786,961.30

Accounts Payable

Checks by Date - Detail by Check Date

*Special
check*



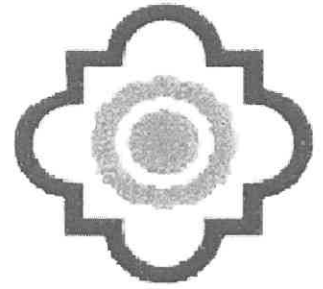
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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
94606	GAR19 2676	Gary Webb Trucking LLC Dumptruck Services / Engineering replaces ck 9-	10/31/2016	5,132.00
Total for Check Number 94606:				5,132.00
Total for 10/31/2016:				5,132.00
Report Total (1 checks):				5,132.00

Accounts Payable

Checks by Date - Detail by Check Date

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
94607	ACCO8	Accela Inc. #774375	11/04/2016	
	INV-ACC24688	Online Bill Pay Fee. Sept		1,196.27
	INV-ACC24688	Online Bill Pay Fee.		1,196.27
	INV-ACC24688	Online Bill Pay Fee Sept 2016		1,196.26
Total for Check Number 94607:				3,588.80
94608	AME34 158083	American Truck & Trailer Body Co Inc latch and lock	11/04/2016	
Total for Check Number 94608:				147.28
94609	AND20	Nicole Andrade	11/04/2016	
	10/25/16	Damage deposit less cleaning for Pavilion		400.00
	10/25/16	Damage deposit less cleaning for Pavilion		-78.00
Total for Check Number 94609:				322.00
94610	ATT CAL2	AT&T CALNET 3	11/04/2016	
	8715912	9/12/16 10/11/16		165.95
	8715912	9/12/16 10/11/16		680.34
	8715912	9/12/16 10/11/16		42.07
	8715912	9/12/16 10/11/16		27.76
	8715912	9/12/16 10/11/16		111.44
	8715912	9/12/16 10/11/16		2,819.00
	8715912	9/12/16 10/11/16		136.68
	8715912	9/12/16 10/11/16		1,665.57
	8715912	9/12/16 10/11/16		20.11
	8715912	9/12/16 10/11/16		201.99
	8715912	9/12/16 10/11/16		144.55
	8715912	9/12/16 10/11/16		199.22
	8715912	9/12/16 10/11/16		59.93
	8715912	9/12/16 10/11/16		630.70
	8715912	9/12/16 10/11/16		577.29
	8715912	9/12/16 10/11/16		66.23
	8715912	9/12/16 10/11/16		49.83
	8715912	9/12/16 10/11/16		70.42
	8715912	9/12/16 10/11/16		50.47
	8715912	9/12/16 10/11/16		110.54
	8715912	9/12/16 10/11/16		465.09
Total for Check Number 94610:				8,295.18
94611	att23	AT&T Mobility	11/04/2016	
	7625X10162016	9/9/16 - 10/8/16		116.52
	7625X10162016	9/9/16 - 10/8/16		198.75
	7625X10162016	9/9/16 - 10/8/16		73.73
	7625X10162016	9/9/16 - 10/8/16		375.05
	7625X10162016	9/9/16 - 10/8/16		208.88
	7625X10162016	9/9/16 - 10/8/16		19.68

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	7625X10162016	9/9/16 - 10/8/16		366.36
	7625X10162016	9/9/16 - 10/8/16		567.17
	7625X10162016	9/9/16 - 10/8/16		141.68
	7625X10162016	9/9/16 - 10/8/16		197.49
	7625X10162016	9/9/16 - 10/8/16		141.24
	7625X10162016	9/9/16 - 10/8/16		141.24
	7625X10162016	9/9/16 - 10/8/16		244.22
	7625X10162016	9/9/16 - 10/8/16		138.06
	7625X10162016	9/9/16 - 10/8/16		85.24
	7625X10162016	9/9/16 - 10/8/16		94.85
	7625X10162016	9/9/16 - 10/8/16		94.85
	7625X10162016	9/9/16 - 10/8/16		55.85
	7625X10162016	9/9/16 - 10/8/16		1,025.93
	7625X10162016	9/9/16 - 10/8/16		114.54
	7625X10162016	9/9/16 - 10/8/16		53.20
	7625X10162016	9/9/16 - 10/8/16		53.20
	7625X10162016	9/9/16 - 10/8/16		72.88
	7625X10162016	9/9/16 - 10/8/16		53.20
	7625X10162016	9/9/16 - 10/8/16		208.25
	7625X10162016	9/9/16 - 10/8/16		515.74
	7625X10162016	9/9/16 - 10/8/16		340.31
	7625X10162016	9/9/16 - 10/8/16		53.20
			Total for Check Number 94611:	5,751.31
94612	ber17 10/24/16	Laura Berber Damage deposit refund Pavilion	11/04/2016	400.00
			Total for Check Number 94612:	400.00
94613	BLU01 7272	Blue Streak Reprographics Inc. Mapping	11/04/2016	88.15
			Total for Check Number 94613:	88.15
94614	CAL15 2114559 2124920	Caltronics Business Systems Citywide Copier Lease and Manitenance Agreeen Citywide Copier Lease and Manitenance Agreeen	11/04/2016	2,134.88 53.38
			Total for Check Number 94614:	2,188.26
94615	CAP02 1431663	Capitol Clutch & Brake Service Heavy brake parts.	11/04/2016	79.51
			Total for Check Number 94615:	79.51
94616	ccp01 IN01779469	Tranzonic Companies safety gloves for chemical use	11/04/2016	162.03
			Total for Check Number 94616:	162.03
94617	CEN11 9078	Centerline Striping Co. Inc. Re-Stripe Basketball courts + 6 pickle courts / M	11/04/2016	1,960.00
			Total for Check Number 94617:	1,960.00
94618	CSG01 F160251	CSG Consulting Inc. Permit / Plan & Inspection Services.	11/04/2016	405.00
			Total for Check Number 94618:	405.00
94619	DEC04	Michael DeCou	11/04/2016	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	10/31/16	Reimburse Exam and D2 Certification		145.00
			Total for Check Number 94619:	145.00
94620	DEL17 52077938	De Lage Landen Financial Ser. Citywide Copier Lease (21) machines.	11/04/2016	3,183.99
			Total for Check Number 94620:	3,183.99
94621	ECO03 162031-3	Economic&Planning Systems Inc. Preparation analysis for Joiner Ranch Project / O	11/04/2016	7,446.18
			Total for Check Number 94621:	7,446.18
94622	EFS01 11/03/2016	Anastasia Efstathiou Reimburse for CSMFO dues	11/04/2016	110.00
			Total for Check Number 94622:	110.00
94623	ELI03 51420 51424 51459 51460	EMMS Inc Special Event Services. Special Event Services. Special Event Services. Special Event Services.	11/04/2016	315.00 350.00 280.00 280.00
			Total for Check Number 94623:	1,225.00
94624	EXP04 11/1/16	Expressions Academy of Dance Instructor Fee Dance Class	11/04/2016	527.00
			Total for Check Number 94624:	527.00
94625	fed01 5-593-86876	Fedex Corporation delivery	11/04/2016	15.98
			Total for Check Number 94625:	15.98
94626	FEH01 110340	Fehr & Peers Associates Inc. Traffic Analysis Village 7 / On-Call Planning Ser	11/04/2016	1,700.00
			Total for Check Number 94626:	1,700.00
94627	FOR07 1301320 1301320	Ford Motor Credit LLC Lease Payments for Police Vehicles. Lease Payments for Police Vehicles.	11/04/2016	12,182.29 631.56
			Total for Check Number 94627:	12,813.85
94628	gol08 16633510	Gold Country Media 916B CalPers	11/04/2016	232.20
			Total for Check Number 94628:	232.20
94629	gra02 9243095677 92434480929 9244795648 9245936175 9246877253	W.W. Grainger, Inc. Tools supplies for the Parks division. Tools supplies for the Facilities division. Tools supplies for the Facilities division. Tools / Supplies for the Fleet division. Tools supplies for the Parks division.	11/04/2016	144.42 504.55 127.72 19.59 267.86
			Total for Check Number 94629:	1,064.14
94630	GRO01	Ferguson Enterprises Inc.	11/04/2016	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	1218789	Pipe and Fittings/L&L Parks.		40.54
			Total for Check Number 94630:	40.54
94631	HER23 573	Valerie Reddeman Social Media Strategy Services.	11/04/2016	3,200.00
			Total for Check Number 94631:	3,200.00
94632	INT20 11785	Intech Mechanical Company LLC HVAC repairs/ Various City locations.	11/04/2016	1,002.47
			Total for Check Number 94632:	1,002.47
94633	J&A01 80828	Doyle L. Long Graffiti removal / Parks.	11/04/2016	175.00
			Total for Check Number 94633:	175.00
94634	JES02 11/01/2016	Virginia Jessen Damage deposit refund Pavilion	11/04/2016	400.00
			Total for Check Number 94634:	400.00
94635	JIM02 10/19/2016	Jim Ingram Signs Signage Services / Citywide.	11/04/2016	295.13
			Total for Check Number 94635:	295.13
94636	JOE01 JSP-2016-19	Joe Silva Productions City Council Video Production Services.	11/04/2016	1,007.50
			Total for Check Number 94636:	1,007.50
94637	JOH05 210031	John F. Mahaney Co. hand tools	11/04/2016	534.17
			Total for Check Number 94637:	534.17
94638	KIM01 5195173	Kimball Midwest Hardware, electrical, brake & hose fitting, misc	11/04/2016	951.18
			Total for Check Number 94638:	951.18
94639	MAL00 10/27/16	Renee Maldonado reimburse for supplies for critical incident	11/04/2016	57.14
			Total for Check Number 94639:	57.14
94640	MAR07 26579	Mark Thomas & Co. Inc. Right-of-way & bidding support for Lincoln Blv	11/04/2016	1,876.53
			Total for Check Number 94640:	1,876.53
94641	MIC10 956111	Michael Baker International Inc General Planning Support / On-Call Engineering	11/04/2016	1,351.25
			Total for Check Number 94641:	1,351.25
94642	NOR16 Y 42239	North State Tire Co. Inc. Tires for Citywide Fleet.	11/04/2016	546.39

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 94642:				546.39
94643	OWE06 00037507	Owen Equipment Sales OEM Parts for Vactors / Fleet.	11/04/2016	127.93
Total for Check Number 94643:				127.93
94644	PGE05 10/26/2016	PG&E 6986807310-2 Thru 10/25/16	11/04/2016	205.97
Total for Check Number 94644:				205.97
94645	PGE29 10/20/16	PG&E 7978710893-9 thru 10/19/16	11/04/2016	6,128.97
Total for Check Number 94645:				6,128.97
94646	Por03 3855	Portable Facilities Leasing Airport Office Building.	11/04/2016	1,084.00
Total for Check Number 94646:				1,084.00
94647	PRO14 40320 40321 40323 40323	Prodigy Electric & Controls Inc Electrical Services for the Water division. Install. Electrical Services for the Water division. Install. City Electrician for the Water Quality division.. Electrical Services for the Water division. Install.	11/04/2016	800.00 800.00 3,387.30 6,121.06
Total for Check Number 94647:				11,108.36
94648	PRO30 11/01/16	Steve Prosser reimburse for mileage APA conference	11/04/2016	37.80
Total for Check Number 94648:				37.80
94649	PRU01 180260942 180260943 180260943 180260943 180260944 180260945 180260946	Prudential Overall Supply Uniform Services / Streets. Uniform Services / Facilities. Uniform Services / Parks. Uniform Services / Parks. Uniform Services / Water Quality. Uniform Services / Solid Waste. Uniform Services / Airport.	11/04/2016	45.14 12.76 6.38 12.76 38.28 65.46 20.48
Total for Check Number 94649:				201.26
94650	REG01 10/28/16	Regional Water Authority Spencer Short Holiday Dinner	11/04/2016	55.00
Total for Check Number 94650:				55.00
94651	ROS29 10/24/16	Marianna Rosales Damage Deposit Refund Pavilion	11/04/2016	400.00
Total for Check Number 94651:				400.00
94652	RUI03 11/01/16	Peter Ruiz Damage deposit refund Pavilion	11/04/2016	400.00
Total for Check Number 94652:				400.00
94653	SAC20	Sac-Val Janitorial Supply	11/04/2016	

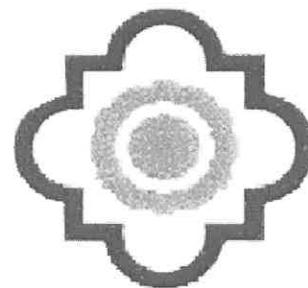
Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	10211733	Janitorial Supplies / L&L Parks Maintenance.		161.90
			Total for Check Number 94653:	161.90
94654	SIT01 78006023	SiteOne Landscape Supply LLC Landscape Supplies.	11/04/2016	736.07
			Total for Check Number 94654:	736.07
94655	STA18 1108697	Stantec Consulting Services, Inc. PFE fee program development for wastewater pro	11/04/2016	1,184.00
			Total for Check Number 94655:	1,184.00
94656	SUN01 67899	Sunrise Environ. Scientific Asphalt release agent	11/04/2016	1,586.26
			Total for Check Number 94656:	1,586.26
94657	SUN16 10/25/16	Sunroom Systems Refund on permit application receipt 26214	11/04/2016	106.76
			Total for Check Number 94657:	106.76
94658	SUT04 10/27/2016	Sutter Valley Medical Foundation Pre-employmentTesting 7/25/16 - 10/25/16 Acc	11/04/2016	3,280.06
			Total for Check Number 94658:	3,280.06
94659	sym00 0268057-IN 0268057-IN	Symbol Arts, LLC Badges sales tax not collected Badges sales tax not collected	11/04/2016	590.31 -40.31
			Total for Check Number 94659:	550.00
94660	TUL01 2573 2616	Tully & Young Inc. Water Supply Assessment/On-Call Engineering. Amendment #1/Water modeling.	11/04/2016	725.00 1,087.50
			Total for Check Number 94660:	1,812.50
94661	UB*03547	LAND & HABITAT RESTOREATION Refund Check	11/04/2016	2,371.11
			Total for Check Number 94661:	2,371.11
94662	UBO01 3518	Ubora Eng. & Planning, Inc. Lincoln Penryn Pipeline Phase III	11/04/2016	55,589.06
			Total for Check Number 94662:	55,589.06
94663	USB05 4387416	US BANK National Association Admin Fees thru 7/31/17 2006 Lease Revenue B	11/04/2016	2,970.00
			Total for Check Number 94663:	2,970.00
94664	VAN ZAND 11/01/2016	Sheila Van Zandt Reimburse advertising costs for recruitment ads	11/04/2016	1,918.00
			Total for Check Number 94664:	1,918.00
94665	WES24 WSF046921	Western States Fire Protection Fire system repair, testing and maintenance.	11/04/2016	5,350.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 94665:				5,350.00
Total for 11/4/2016:				160,653.17
Report Total (59 checks):				160,653.17

Accounts Payable

Checks by Date - Detail by Check Date

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
94666	5ST01 1630	Debra A Davis Background checks / Youth League Coaches / Vc	11/10/2016	12.00
Total for Check Number 94666:				12.00
94667	ACD01 16390	Specialty Paving Inc Install 800 feet of Asphalt Curb on East Ave. nea	11/10/2016	3,850.00
Total for Check Number 94667:				3,850.00
94668	AFF03 13543	Mike McCollum Citywide Replacement Chairs.	11/10/2016	643.18
Total for Check Number 94668:				643.18
94669	AME14 45218 A44809 A44812	American Energy Refrigeration/ice machine repairs for various Cit Refrigeration/ice machine repairs for various Cit Refrigeration/ice machine repairs for various Cit	11/10/2016	924.00 169.00 169.00
Total for Check Number 94669:				1,262.00
94670	AND01 29615	Andrew's Towing Towing Services / Fleet.	11/10/2016	110.00
Total for Check Number 94670:				110.00
94671	BEN11 16076057 16096158 16096158	Bennett Engineering Ser. Inc. Amendment #4 Meadowlands Entitlement Appli Amendment #2. Nicolaus Road In-Fill / On-Call Engineering.	11/10/2016	6,840.00 4,000.00 67.48
Total for Check Number 94671:				10,907.48
94672	BKF01 16100715	BKF Engineers East 9th Street /Final design, bidding & construc	11/10/2016	25,810.07
Total for Check Number 94672:				25,810.07
94673	BOO04 IVC0088304 IVC0088556	Boot Barn Caples boots Hedman boots	11/10/2016	301.51 343.98
Total for Check Number 94673:				645.49
94674	BUD02 6614 6772	Bud's Tri County Tree Services Inc Tree trimming Services / Lincoln Blvd. Citywide tree removal services / Streets.	11/10/2016	2,100.00 900.00
Total for Check Number 94674:				3,000.00
94675	BUL01	Bulbman	11/10/2016	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	254556	bulbs		227.56
			Total for Check Number 94675:	227.56
94676	BUR07 1344840	Bureau Veritas North America Inc. Permit/Plan review & Inspection Services.	11/10/2016	8,391.02
			Total for Check Number 94676:	8,391.02
94677	CAL15 2114560	Caltronics Business Systems Citywide Copier Manitenance Agreement for 21	11/10/2016	116.43
			Total for Check Number 94677:	116.43
94678	CAR28 210820	CARDNO INC Nelson Bridge Replacement Project.	11/10/2016	207.00
			Total for Check Number 94678:	207.00
94679	CIV01 2016.15-1	Civil Eng. Solutions, Inc dba Civil Solution SUD B NE Quadrant Master drainage Plan Revi	11/10/2016	3,645.00
			Total for Check Number 94679:	3,645.00
94680	COA06	Coast LM Inc	11/10/2016	
	61012	Supplemental Landscape Services / Facilities.		293.62
	61013	Supplemental Landscape Services / Facilities.		323.01
	61307	Supplemental Landscape Services / Facilities.		115.00
	61309	Supplemental Landscape Services / Parks.		297.50
	61317	Supplemental Landscape Services / Parks.		129.46
	61318	Supplemental Landscape Services / Parks.		373.59
	61319	Supplemental Landscape Services / Parks.		158.01
	61430	Monthly Landscape Services / Parks.		37,381.81
	61430	Monthly Landscape Services / Facitlites.		3,509.62
	61430	Monthly Landscape Services / Parks.		406.93
	61519	Supplemental Landscape Services / Parks.		426.91
	61520	Supplemental Landscape Services / Parks.		195.60
	61521	Supplemental Landscape Services / Parks.		320.13
	61522	Supplemental Landscape Services / Parks.		361.70
	61523	Supplemental Landscape Services / Parks.		403.29
	61524	Supplemental Landscape Services / Parks.		512.41
	61525	Supplemental Landscape Services / Parks.		404.03
	61526	Supplemental Landscape Services / Parks.		445.34
	61571	Supplemental Landscape Services / Parks.		354.22
			Total for Check Number 94680:	46,412.18
94681	CSG01 9445 9446	CSG Consulting Inc. Permit / Plan Review - Inspection Services/ Buil Permit / Plan & Inspection Services.	11/10/2016	12,412.50 1,620.00
			Total for Check Number 94681:	14,032.50
94682	DIS05 16-564 16-564 16-564	Multi Distributing LLC K Rails for Foskett Park. K Rails for Foskett Park. Sales tax not collected K Rails for Foskett Park. Sales tax not collected	11/10/2016	2,849.00 176.25 -176.25
			Total for Check Number 94682:	2,849.00
94683	DKS01 0062169	DKS Associates PFE fee program development for transportation	11/10/2016	2,400.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 94683:				2,400.00
94684	EDG02	Edges Electrical Group LLC	11/10/2016	
	S3842684.001	Supplies / Streets.		21.18
	S3842684.002	Supplies / Streets.		13.78
Total for Check Number 94684:				34.96
94685	ENV01	Environmental Science Associates	11/10/2016	
	120326R	Lincoln Village 5 / On-Call Planning Services.		28,706.06
	120986	Lincoln Village 5 / On-Call Planning Services.		22,962.21
	121729	Lincoln Village 5 / On-Call Planning Services.		7,158.58
	121780	Lincoln Village 5 / On-Call Planning Services.		12,822.26
	122622	Lincoln Village 5 / On-Call Planning Services.		197.50
	122989	Lincoln Village 5 / On-Call Planning Services.		7,433.60
	122990	Special Use District B Specific Plan for Village 5		623.46
Total for Check Number 94685:				79,903.67
94686	FLO03	Angie Floyd	11/10/2016	
	11/8/16	Gymnastics - October 2016		4,608.87
Total for Check Number 94686:				4,608.87
94687	GAR09	GARDA CL West Inc.	11/10/2016	
	40028605	Armored Carrier Service/Finance.		567.72
Total for Check Number 94687:				567.72
94688	GEO05	GeoTech Utility Locating LLC	11/10/2016	
	4673	Water line location services / Water division.		891.00
Total for Check Number 94688:				891.00
94689	gra02	W.W. Grainger, Inc.	11/10/2016	
	9254333678	Tools supplies for the Facilities division.		162.22
	9255947195	Tools supplies for the Parks division.		418.09
Total for Check Number 94689:				580.31
94690	GRO01	Ferguson Enterprises Inc.	11/10/2016	
	1222682	Water Pipe and Fittings / Streets.		4,147.36
	1222707	Water Pipe and Fittings / Streets.		350.92
	1223683	Water Pipe and Fittings / Streets.		89.23
Total for Check Number 94690:				4,587.51
94691	GUADRON	Eugenie Guadron	11/10/2016	
	11/4/16	reimburse mileage for training		8.54
	11/4/16	reimburse mileage for training		8.53
	11/4/16	reimburse mileage for training		8.53
Total for Check Number 94691:				25.60
94692	J&A01	Doyle L. Long	11/10/2016	
	80116	Graffiti removal / Facilities.		150.00
	80520	Graffiti removal / Facilities.		150.00
	80700	Graffiti removal / Facilities.		150.00
	80845	Graffiti removal / Parks.		570.65
	80965	Graffiti removal / Facilities.		150.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 94692:				1,170.65
94693	KEL12 207-00000290538	Kelly-Moore Paint Company Inc Painting supplies	11/10/2016	139.34
Total for Check Number 94693:				139.34
94694	KIM00 8490751	Kimley-Horn & Associates Inc. 3rd Street and O Street Bike Lanes / On-Call Enj	11/10/2016	20,729.66
Total for Check Number 94694:				20,729.66
94695	KIM01 5228936	Kimball Midwest Hardware, electrical, brake & hose fitting, misc f	11/10/2016	691.86
Total for Check Number 94695:				691.86
94696	LIN28 11/8/16	Lincoln Kuk Sool Won of Sierra Mgt. Solut October Instruction	11/10/2016	1,444.80
Total for Check Number 94696:				1,444.80
94697	MAR48 12 12	Martin Brothers Construction Retention release Martin Bros Lincoln Blvd Retention release Martin Bros Lincoln Blvd	11/10/2016	12,920.03 99,721.55
Total for Check Number 94697:				112,641.58
94698	MAT11 56148 56149 56150 56151	Matson & Isom Technology Consulting Amendment #4 Technology Improvements for the Library.-Th Amendment #4 Amendment #4	11/10/2016	971.25 52.50 1,925.00 3,287.29
Total for Check Number 94698:				6,236.04
94699	MIR02 12016-1779	Miracle Playsystems Inc. Playground park supplies.	11/10/2016	1,610.50
Total for Check Number 94699:				1,610.50
94700	MOR10 1075 1076 1077 1081 1081 1081	Morrison Landscape Inc. Supplemental - Monthly Landscape Services / St Supplemental - Monthly Landscape Services / St Supplemental - Monthly Landscape Services / St Monthly Landscape Services / Facilities. Monthly Landscape Services / Airport. Monthly Landscape Services / Streetscapes.	11/10/2016	1,838.50 3,572.00 1,750.00 1,200.00 125.00 31,017.85
Total for Check Number 94700:				39,503.35
94701	NOR02 747435	Nor Mac Inc. Irrigation materials & Supplies / Parks.	11/10/2016	76.22
Total for Check Number 94701:				76.22
94702	NOR16 K 76974 Y 42113 Y 42214 Y 42255	North State Tire Co. Inc. Tires for Citywide Fleet. Tires for Citywide Fleet. Tires for Citywide Fleet. Tires for Citywide Fleet.	11/10/2016	8,380.01 16.00 60.00 922.89

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	Y 42256	Tires for Citywide Fleet.		88.00
			Total for Check Number 94702:	9,466.90
94703	NOR51 12810	North Shore Leasing LLC HP Wide Format Printer/Copier/Scanner in Com	11/10/2016	317.13
			Total for Check Number 94703:	317.13
94704	OLS01 11/09/16	Ronald Olson Per Diem 11/14/16 - 11/16/16	11/10/2016	176.00
			Total for Check Number 94704:	176.00
94705	PGE27 10/27/16 10/27/16	PG&E 1190870477-5 thru 10/25/16 thru 10/25/16	11/10/2016	2,527.21 7,581.64
			Total for Check Number 94705:	10,108.85
94706	PLA12 in0104255	Placer County Environmental Health Fac ID FA0002648 Inactive Closed Landfill	11/10/2016	534.00
			Total for Check Number 94706:	534.00
94707	PLE01 70431	Pleasanton Truck & Equip Repair Inc Supplies & Equipment / Fleet.	11/10/2016	42.91
			Total for Check Number 94707:	42.91
94708	PON02 065.105.014 065.107.003 065.502.001 065.503.001	Ponticello Enterprises Consulting Services Lincoln Meadows/ On-Call Engineering Service; SUD-B NE Quadrant / On-Call Engineering Ser Nicolaus Road Pump Station Upgrades / On-Cal Markham Ravine Sewer System / On-Call Engin	11/10/2016	658.75 573.75 227.50 382.50
			Total for Check Number 94708:	1,842.50
94709	PRE14 21607-1106 21607-1143	Premier Print & Mail supplies supplies	11/10/2016	234.35 414.95
			Total for Check Number 94709:	649.30
94710	PRU01 180261483 180261491 180261492 180261492 180261492 180261493 180261495 180262045 180262047 180262048 180262048 180262048 180262048 180262049 180262050 180262051 180262052	Prudential Overall Supply Mats / Airport. Uniform Services / Streets. Uniform Services / Parks. Uniform Services / Facilities. Uniform Services / Parks. Uniform Services / Water Quality. Uniform Services / Airport. Uniform Services / Fleet. Uniform Services / Streets. Uniform Services / Parks. Uniform Services / Facilities. Uniform Services / Parks. Uniform Services / Water Quality. Uniform Services / Solid Waste. Uniform Services / Airport. Uniform Services / Waste Water.	11/10/2016	22.80 45.14 12.76 12.76 6.38 38.28 20.48 67.90 45.14 12.76 12.76 6.38 38.28 65.46 20.48 78.18

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 94710:				505.94
94711	PUB12 11218	Public Restroom Company Jimenez Park Fabrication, permitting, delivery at	11/10/2016	23,536.00
Total for Check Number 94711:				23,536.00
94712	ram02 798153 798153 798153 798153 798153 798153 798153 798153 798153 798153 798153 798153 798212	Ramos Oil Company-CR Lock fuel fuel fuel fuel fuel fuel fuel fuel fuel fuel fuel fuel fuel	11/10/2016	854.94 99.24 182.57 94.20 222.77 4,339.32 63.53 597.61 769.89 71.69 187.83 70.57 326.67
Total for Check Number 94712:				7,880.83
94713	RAM05 83272	Ramos Oil Co. (PW) nozzle	11/10/2016	49.22
Total for Check Number 94713:				49.22
94714	SAC20 10212607 10213556	Sac-Val Janitorial Supply Janitorial Supplies / L&L Parks Maintenance. Janitorial Supplies / L&L Parks Maintenance.	11/10/2016	19.39 803.03
Total for Check Number 94714:				822.42
94715	SIE04 IN82676	Sierra Safety Company Barricades	11/10/2016	480.74
Total for Check Number 94715:				480.74
94716	SIE18 3 3	Sierra Valley Construction, Inc. Nathan Dubin Neighborhood Park Project. Nathan Dubin Neighborhood Park less retention	11/10/2016	304,016.39 -15,200.86
Total for Check Number 94716:				288,815.53
94717	SOL02 5620721	Jorgensen & Sons Inc. Fire extinguisher recharging / Facilities.	11/10/2016	143.70
Total for Check Number 94717:				143.70
94718	SON01 5070217	Security Asset Mgt. Security Monitoring / Waste Water.	11/10/2016	920.61
Total for Check Number 94718:				920.61
94719	STA08 13983877	Stanley Convergent Security Solutions Inc. Security Services at various City facilities.	11/10/2016	339.00
Total for Check Number 94719:				339.00

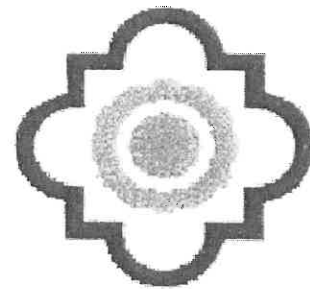
Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
94720	STA18 1112123 1112240 1112241	Stantec Consulting Services, Inc. (Task 1-3) Labor & Operations WWTRF . (Task 10) SMD1 Regional Pipeline . (Task 9) WWTRF Direct Expenses .	11/10/2016	177,777.20 31,115.89 51,769.11
Total for Check Number 94720:				260,662.20
94721	STA39 1114788 1115013	Stantec Architecture Inc. Jimenez Community Park On-Call Engineering & Nathan Dubin Park.	11/10/2016	4,577.80 5,702.62
Total for Check Number 94721:				10,280.42
94722	SWR01 LW-1007652	SWRCB Accounting Office Large Water System Fees 7/1/15 - 6/30/16	11/10/2016	5,116.31
Total for Check Number 94722:				5,116.31
94723	THO09 834918218	Thompson Reuters - West Subscriptions	11/10/2016	162.33
Total for Check Number 94723:				162.33
94724	TPC01 152935	American Trainco LLC Training for Salyers - Electrical	11/10/2016	1,100.00
Total for Check Number 94724:				1,100.00
94725	TUL01 2654 2654	Tully & Young Inc. Phase III Water Master plan. Reso# 2015-195. Modeling & Fire flow Analysis.	11/10/2016	1,160.00 3,480.00
Total for Check Number 94725:				4,640.00
94726	TWE01 11/02/16	Twelve Bridges Elementary School PTC Cancellation of Reservation Deposit Refund	11/10/2016	400.00
Total for Check Number 94726:				400.00
94727	UB*03548	NEAL DEVORE Refund Check	11/10/2016	868.61
Total for Check Number 94727:				868.61
94728	VAL10 140016A00134 140016A00134 140016A00134 140016A00134 140016A00134 140016A00134 140016A00134 140016A00134	Vali Cooper & Associates, Inc. Nathan Dubin Park / Construction Management. Jimenez Park / Construction Management. On-Call Engineering Services / Sorrento. Amendment #1. CALISO Site Improvement / On-Call Engineering Services Oversite Inspection / On-Call Engineering Services Oversite Inspection / On-Call Engineering Services Construction Administration & Oversight Inspection Twelve Bridges Village 23 / On-Call Engineering Services	11/10/2016	24,934.00 16,621.13 1,431.19 816.88 17,507.06 1,331.01 15,855.57 499.13
Total for Check Number 94728:				78,995.97
94729	WAV01 10/21/16	Wave Broadband Cable connection Services for City Hall.	11/10/2016	102.72
Total for Check Number 94729:				102.72
94730	WEB03	Websoft Developers, Inc.	11/10/2016	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	298312	Mobile Maintenance Management Solutions Ser		8,179.50
	298312	Mobile Maintenance Management Solutions Ser		4,588.50
	298312	Mobile Maintenance Management Solutions Ser		3,990.00
	298312	Mobile Maintenance Management Solutions Ser		997.50
	298312	Mobile Maintenance Management Solutions Ser		997.50
	298312	Mobile Maintenance Management Solutions Ser		1,197.00
Total for Check Number 94730:				19,950.00
94731	WES12 117986	(WPWMA) Placer County MPWMA Lease agreement / Waste Water divisio	11/10/2016	3,952.35
Total for Check Number 94731:				3,952.35
94732	ZON01 SI280323 SI285530	Zonar Systems Inc Online Services / Fleet. Online Services / Fleet.	11/10/2016	163.91 208.89
Total for Check Number 94732:				372.80
Total for 11/10/2016:				1,133,199.84
Report Total (67 checks):				1,133,199.84

Accounts Payable

Checks by Date - Detail by Check Date

User: khitch
Printed: 11/18/2016 1:29 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
94733	ACCO8	Accela Inc. #774375	11/18/2016	
	INV-ACC25341	Online Bill Pay Fee.		1,205.60
	INV-ACC25341	Online Bill Pay Fee.		1,205.60
	INV-ACC25341	Online Bill Pay Fee.		1,205.60
Total for Check Number 94733:				3,616.80
94734	AIR04	Airgas Inc,	11/18/2016	
	9938344704	Oxygen / Fire.		520.44
	9940466387	Oxygen / Fire.		85.25
Total for Check Number 94734:				605.69
94735	AND21	Holly Andreatta	11/18/2016	
	11/14/2016	Sign deposit refund - system reference 1519179		250.00
Total for Check Number 94735:				250.00
94736	ASC02	Ascent Aviation Group, Inc.	11/18/2016	
	397430	100LL Fuel		26,479.22
	M170560	Truck Lease		134.38
Total for Check Number 94736:				26,613.60
94737	ATT23	AT&T Mobility	11/18/2016	
	9981X10212016	9/14/16 - 10/13/16		896.31
Total for Check Number 94737:				896.31
94738	AVI03	Aviation Mgt Consulting Group Inc	11/18/2016	
	3921	Aviation Management Support.		5,389.20
Total for Check Number 94738:				5,389.20
94739	BAR18	National Discount Textiles Inc	11/18/2016	
	19131	Boots - Bradley		214.94
Total for Check Number 94739:				214.94
94740	BAU02	Rick Bauer	11/18/2016	
	11/15/16	Hoop Instruction		971.25
Total for Check Number 94740:				971.25
94741	BEN11	Bennett Engineering Ser. Inc.	11/18/2016	
	16055928	Amendment #4.		246.76
	16055928	Clover Meadows / On-Call Planning Services.		704.51
	16086105	Amendment #1.		30.82
	16086105	Cresleigh Grove Improvement Plan Re-review /		1,031.81
	16086107	Turkey Creek Phase I Improvements / On-Call E		4,238.04
	16086109	SUD-B Specific Plan Entitlement Review / On-C		1,278.63

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	16096156	Amendment #1. Lakeside 6 Units 7&8 / On-Call		2,500.00
	16096156	Lakeside 6 Units 7&8 / On-Call Engineering.		49.52
	16096160	Turkey Creek Phase I Improvements / On-Call E		540.01
			Total for Check Number 94741:	10,620.10
94742	BLU09 13331	Blue Cat Studio, Inc Update to rec guide electronic files	11/18/2016	150.00
			Total for Check Number 94742:	150.00
94743	CAL77 000410	Worrell Corporation Bleacher fence repair and restore for McBean St	11/18/2016	1,850.00
			Total for Check Number 94743:	1,850.00
94744	CAL78 11/14/16	CalAtlantic Group Refund for revised lot #15	11/18/2016	250.78
			Total for Check Number 94744:	250.78
94745	CAR28 210811	CARDNO INC Open Space Management Services.	11/18/2016	567.20
			Total for Check Number 94745:	567.20
94746	CEM01 9434377438	Cemex, Inc. Rock, Sand and Gravel for the Streets division.	11/18/2016	374.74
			Total for Check Number 94746:	374.74
94747	CEN17 210841 210841	Centro Business Forms Inc 1099s - sales tax not collected 1099s - sales tax not collected	11/18/2016	-10.25 158.43
			Total for Check Number 94747:	148.18
94748	CIT02 2853 2867	City of Rocklin Connection Services to Rocklin PD for RIMS. Placer County City Officials Dinner	11/18/2016	2,729.18 125.00
			Total for Check Number 94748:	2,854.18
94749	COA03 40446 40448 40464 40466 40467 40471 40472 40473	Coastland Civil Engineering Construction Management / Funds for FY 16/17. Construction Management / Funds for FY 16/17. Project Management - First Street Resurfacing / On-Call Engineering Services / Collection System Twelve Bridges Drive & Joiner Parkway Resurf General Engineering Support for COL Engineeri C/O #1 Street Resurfacing / On-Call Engineering Tank #3 at Catta Verdera North / On Call Engine	11/18/2016	140.00 13,944.00 125.00 937.50 375.00 5,950.50 1,500.00 4,469.26
			Total for Check Number 94749:	27,441.26
94750	COR04 81743057	Corelogic Solutions LLC Realquest Oct 2016	11/18/2016	125.00
			Total for Check Number 94750:	125.00
94751	COR13 11/15/16	Dave Correia Damage Deposit Refund	11/18/2016	400.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 94751:				400.00
94752	DEP02 197903	Department Of Justice Fingerprinting Services for staff, contractors and	11/18/2016	224.00
Total for Check Number 94752:				224.00
94753	DIV04 0119448 0119448 0119448	Divdat UB statement processing & mailing. Sept bills m UB statement processing & mailing. Sept billing UB statement processing & mailing. Sept billing	11/18/2016	2,958.11 2,958.11 2,958.10
Total for Check Number 94753:				8,874.32
94754	EDG02 S3917336.001	Edges Electrical Group LLC Supplies / Streets.	11/18/2016	591.42
Total for Check Number 94754:				591.42
94755	ELI03 51572	EMMS Inc Special Event Services.	11/18/2016	315.00
Total for Check Number 94755:				315.00
94756	GIL06 11/14/16	Peter Gilbert Refund of sign deposit	11/18/2016	250.00
Total for Check Number 94756:				250.00
94757	gol08 16634913 16634933 16634935	Gold Country Media Alcohol CUP 916B Blding Code	11/18/2016	228.40 265.00 217.00
Total for Check Number 94757:				710.40
94758	GRO01 1222682-1 1224933 1227807	Ferguson Enterprises Inc. Water Pipe and Fittings / Streets. Water Pipe and Fittings / Streets. Water Pipe and Fittings / Streets.	11/18/2016	384.85 93.31 206.41
Total for Check Number 94758:				684.57
94759	HAD01 11/15/16	Peter B. Haddow Tennis Instruction	11/18/2016	525.00
Total for Check Number 94759:				525.00
94760	HUB01 11/15/16	Hub International Insurance Services Inc. October Event Insurance	11/18/2016	444.06
Total for Check Number 94760:				444.06
94761	INT16 26041 26142 26592 26845 26926 27040 27057	Interwest Consulting Group Inc Permit / Plan & Inspection Services. Permit / Plan & Inspection Services. Permit / Plan & Inspection Services. Permit / Plan & Inspection Services. Permit / Plan & Inspection Services. Permit / Plan & Inspection Services. Permit / Plan & Inspection Services.	11/18/2016	1,125.00 90.00 652.50 382.50 292.50 90.00 112.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	27232	Permit / Plan & Inspection Services.		180.00
	27244	Permit / Plan & Inspection Services.		90.00
	27327	Permit / Plan & Inspection Services.		427.50
	27332	Permit / Plan & Inspection Services.		112.50
	27610	Permit / Plan & Inspection Services.		90.00
	27652	Permit / Plan & Inspection Services.		270.00
	27707	Permit / Plan & Inspection Services.		90.00
	27730	Permit / Plan & Inspection Services.		202.50
	27849	Permit / Plan & Inspection Services.		157.50
	28124	Permit / Plan & Inspection Services.		232.50
	28260	Permit / Plan & Inspection Services.		100.00
	28348	Permit / Plan & Inspection Services.		175.00
	28478	Permit / Plan & Inspection Services.		280.00
	28547	Permit / Plan & Inspection Services.		125.00
	28653	Permit / Plan & Inspection Services.		1,543.75
	28854	Permit / Plan & Inspection Services.		175.00
	29088	Permit / Plan & Inspection Services.		150.00
	29106	Permit / Plan & Inspection Services.		175.00
	29439	Permit / Plan & Inspection Services.		150.00
	29644	Permit / Plan & Inspection Services.		300.00
	29782	Permit / Plan & Inspection Services.		425.00
	29808	Permit / Plan & Inspection Services.		225.00
			Total for Check Number 94761:	8,421.25
94762	JKA01 2735	Jordan Knighton Architects Inc Canopy Improvement Project / Library.	11/18/2016	10,900.00
			Total for Check Number 94762:	10,900.00
94763	JUS01 95	Just for Kicks - Sac., Inc. Soccer Instruction	11/18/2016	4,288.62
			Total for Check Number 94763:	4,288.62
94764	KAR01 11/14/16	Daniel Karleskint Refund of sign deposit	11/18/2016	250.00
			Total for Check Number 94764:	250.00
94765	KIM01 5243392	Kimball Midwest Hardware, electrical, brake & hose fitting, misc	11/18/2016	338.59
			Total for Check Number 94765:	338.59
94766	MAR53 36 37	Mark Siemens Consulting & Investigations Conduct personnel investigations as requested / I Conduct personnel investigations as requested / I	11/18/2016	1,484.64 1,570.30
			Total for Check Number 94766:	3,054.94
94767	NOR23 196521	Northern California Gloves Safety supplies / Solid Waste.	11/18/2016	122.15
			Total for Check Number 94767:	122.15
94768	PET03 11/15/16 11/15/16 11/15/16 11/15/16	Petty Cash-Pam Mathus Reimburse petty cash Reimburse petty cash Reimburse petty cash Reimburse petty cash	11/18/2016	23.16 66.63 40.00 42.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 94768:				171.79
94769	PGE01	P G & E 8366369610-8	11/18/2016	
	11/04/16	Oct		587.18
	11/04/16	Oct		945.73
	11/04/16	Oct		10,098.03
	11/04/16	Oct		3,590.45
	11/04/16	Oct		2,953.16
	11/04/16	Oct		106,698.16
	11/04/16	Oct		1,342.14
	11/04/16	Oct		2,336.54
	11/04/16	Oct		2,758.22
	11/04/16	Oct		2,344.27
	11/04/16	Oct		2,293.25
Total for Check Number 94769:				135,947.13
94770	PGE06	PG&E 3010198242-6	11/18/2016	
	11/06/16			256.41
	11/06/16			689.56
	11/06/16			9.53
	11/06/16			2,843.30
	11/06/16			1,538.15
	11/06/16			387.44
	11/06/16			174.85
	11/06/16			47.79
	11/06/16	Oct 2016		17.25
Total for Check Number 94770:				5,964.28
94771	PGE07	PG&E 1149231463-5	11/18/2016	
	11/06/16	Oct 2016		6,485.67
Total for Check Number 94771:				6,485.67
94772	PLA44	Rexel Inc.	11/18/2016	
	K621332	Light bulbs.		103.85
	K621352	Light bulbs.		311.54
Total for Check Number 94772:				415.39
94773	PLE01	Pleasanton Truck & Equip Repair Inc	11/18/2016	
	70538	Supplies & Equipment / Fleet.		213.16
Total for Check Number 94773:				213.16
94774	POL05	Polar Bear Auto & Truck Air A.A.D. Inc	11/18/2016	
	93741	Holiday Decoration Services. Deposit		5,000.00
Total for Check Number 94774:				5,000.00
94775	PON02	Ponticello Enterprises Consulting Services	11/18/2016	
	065.000.010	General Development Engineering Staff Augment		243.70
	065.105.015	Lincoln Meadows/ On-Call Engineering Service		824.95
	065.107.004	SUD-B NE Quadrant / On-Call Engineering Serv		1,651.25
	065.500.019	Lincoln Bldv. Bridge Replacement On-Call Engi		542.50
	065.502.002	Nicolaus Road Pump Station Upgrades / On-Cal		1,403.35
	065.503.002	Markham Ravine Sewer System / On-Call Engin		3,379.25
	067.500.026	Nathan Dubin Park On-Call Engineering Service		896.85
	068.500.026	Jimenez Park On-Call Engineering Services.		155.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 94775:				9,096.85
94776	PRE14 21610-1806	Premier Print & Mail Certificates for Flag Football	11/18/2016	114.76
Total for Check Number 94776:				114.76
94777	PRO22 907000000121 907000000121 907000000121	Ray Klein Inc Collection Agency Fees. Collection Agency Fees. Collection Agency Fees.	11/18/2016	18.35 18.34 18.35
Total for Check Number 94777:				55.04
94778	ram02 797787 798454 799734 799734 799734 799734 799734 799734 799734 799734 799734 799734 799791 800023	Ramos Oil Company-CR Lock PD Fire Fuel Fuel Fuel Fuel Fuel Fuel Fuel Fuel Fuel Fuel Fuel for WWTP fire	11/18/2016	1,181.96 669.02 548.40 170.76 720.00 126.01 139.50 44.43 139.89 3,337.03 584.49 263.02 490.86
Total for Check Number 94778:				8,415.37
94779	RDO01 P43618	RDO Vermeer LLC OEM parts for Vactron and Vermeer .	11/18/2016	134.00
Total for Check Number 94779:				134.00
94780	RIE01 10/31/2016	Riebes Auto Parts, LLC Parts for City's Fleet - batteries, alt., starters, sup	11/18/2016	1,640.79
Total for Check Number 94780:				1,640.79
94781	RIV03 913661 913969	Riverview International LLC OEM parts & service for International trucks. OEM parts & service for International trucks.	11/18/2016	975.66 88.92
Total for Check Number 94781:				1,064.58
94782	SAL10 CA1604C-06 CA1604E-02	Salaber Associates Inc. Inspection Services / On-Call Engineering Service Construction Management & Inspection Services	11/18/2016	1,575.00 14,455.00
Total for Check Number 94782:				16,030.00
94783	SHORT 11/14/2016	Spencer Short Refund of sign deposit	11/18/2016	250.00
Total for Check Number 94783:				250.00
94784	SHU01 3280	Shums Coda Associates Inc Permit / Plan & Inspection Services.	11/18/2016	4,400.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 94784:				4,400.00
94785	SIE21 181 181	Sierra Sports Service Youth League Official Services. Adult League Official Services.	11/18/2016	647.36 528.00
Total for Check Number 94785:				1,175.36
94786	SIE35 162279	Sierra Saw chain saw chains	11/18/2016	96.18
Total for Check Number 94786:				96.18
94787	SNOWY 255	HSW Inc. City Tree	11/18/2016	395.00
Total for Check Number 94787:				395.00
94788	STE02 3003604176	Stericycle Inc. Biohazard Waste Pick-up Services / Fire.	11/18/2016	101.74
Total for Check Number 94788:				101.74
94789	TEC03 1663	Ansorge Inc. AWOS Airport Communication Equipment Serv	11/18/2016	300.00
Total for Check Number 94789:				300.00
94790	UB*03549	WILSON CONSTRUCTION Refund Check	11/18/2016	55.28
Total for Check Number 94790:				55.28
94791	UB*03550	RUSS & CAROL SMYTH Refund Check	11/18/2016	293.56
Total for Check Number 94791:				293.56
94792	UB*03551	JOHN & NICOLE DEMAKAS Refund Check	11/18/2016	209.27
Total for Check Number 94792:				209.27
94793	UB*03552	CHRIS & STACI ROBERSON Refund Check	11/18/2016	79.25
Total for Check Number 94793:				79.25
94794	UB*03553	KIRK & PAM LUND Refund Check	11/18/2016	185.46
Total for Check Number 94794:				185.46
94795	UB*03554	BILL KOHLER Refund Check	11/18/2016	11.77
Total for Check Number 94795:				11.77
94796	UB*03555	LARRY NEVILLE Refund Check	11/18/2016	6.08

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 94796:	6.08
94797	UB*03556	JERRI & ROGER ZITZOW Refund Check	11/18/2016	27.34
			Total for Check Number 94797:	27.34
94798	UB*03557	RUTH COPE Refund Check	11/18/2016	110.36
			Total for Check Number 94798:	110.36
94799	UB*03558	GERALD & SUSAN TAXARA Refund Check	11/18/2016	380.62
			Total for Check Number 94799:	380.62
94800	UB*03559	MARY HEGARTY Refund Check	11/18/2016	108.07
			Total for Check Number 94800:	108.07
94801	UB*03560	BARBARA ALDERETE Refund Check	11/18/2016	130.91
			Total for Check Number 94801:	130.91
94802	UB*03561	HAROLD SMITH TERRIE ROSS Refund Check	11/18/2016	36.16
			Total for Check Number 94802:	36.16
94803	UB*03562	DAVID W & RUTH A YODER Refund Check	11/18/2016	74.96
			Total for Check Number 94803:	74.96
94804	UB*03563	TANNER ROMO Refund Check	11/18/2016	90.20
			Total for Check Number 94804:	90.20
94805	UB*03564	ALYSHA PEDERSEN Refund Check	11/18/2016	843.81
			Total for Check Number 94805:	843.81
94806	UB*03565	REBECCA & PAUL JANSEN Refund Check	11/18/2016	56.32
			Total for Check Number 94806:	56.32
94807	UB*03566	SIMNA RUBIO Refund Check	11/18/2016	7.96
			Total for Check Number 94807:	7.96
94808	UB*03567	ADAM & KIRSTEN PETTEY Refund Check	11/18/2016	554.49
			Total for Check Number 94808:	554.49

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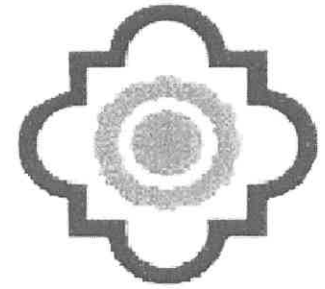
Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
94809	UB*03568	OLAF GUTSCHOW Refund Check	11/18/2016	67.64
Total for Check Number 94809:				67.64
94810	UB*03569	TODD & MARIA WOOLLEY Refund Check	11/18/2016	31.19
Total for Check Number 94810:				31.19
94811	UB*03570	JOHN PECORARO Refund Check	11/18/2016	42.39
Total for Check Number 94811:				42.39
94812	UB*03571	JANINE HUGHES Refund Check	11/18/2016	39.36
Total for Check Number 94812:				39.36
94813	UB*03572	RAYMOND JOHNSON Refund Check	11/18/2016	67.55
Total for Check Number 94813:				67.55
94814	UB*03573	DENNICE STEARNS Refund Check	11/18/2016	21.76
Total for Check Number 94814:				21.76
94815	UB*03574	CHRIS MINER Refund Check	11/18/2016	5.15
Total for Check Number 94815:				5.15
94816	UB*03575	JASON SCHEFFLER Refund Check	11/18/2016	6.66
Total for Check Number 94816:				6.66
94817	UB*03576	KIRK & ASHLEY VINCENT Refund Check	11/18/2016	19.64
Total for Check Number 94817:				19.64
94818	UB*03577	TAUNYA HAYES Refund Check	11/18/2016	58.92
Total for Check Number 94818:				58.92
94819	UB*03578	DAVID RICHARDSON Refund Check	11/18/2016	29.67
Total for Check Number 94819:				29.67
94820	VIR01 12-882	Virtual Project Manager System Management, Back-up Storage & Suppo	11/18/2016	500.00
Total for Check Number 94820:				500.00
94821	VSS01 1 1	VSS International Inc Street Resurfacing Project. Street Resurfacing Project.	11/18/2016	722.89 1,777.11

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	1	Street Resurfacing Project less retention VSS		-36.14
	1	Street Resurfacing Project less retention VSS		-88.86
Total for Check Number 94821:				2,375.00
94822	WAV01 01299330	Wave Broadband Data Circuits. Nov 2016	11/18/2016	755.00
Total for Check Number 94822:				755.00
94823	WES12 10/31/2016	(WPWMA) Placer County October 2016	11/18/2016	138,235.49
Total for Check Number 94823:				138,235.49
Total for 11/18/2016:				466,317.93
Report Total (91 checks):				466,317.93

Accounts Payable

Checks by Date - Detail by Check Date

User: khitch
Printed: 12/2/2016 10:49 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
94824	3FO01 5161	3-Fold Communications LLC Advertising contribution for regional "One Big E	12/02/2016	5,000.00
Total for Check Number 94824:				5,000.00
94825	AIR04 9057079925 9057263936 9057263937	Airgas Inc, Oxygen / Fire. Oxygen / Fire. Oxygen / Fire.	12/02/2016	93.49 231.14 162.31
Total for Check Number 94825:				486.94
94826	AME34 158633	American Truck & Trailer Body Co Inc cabinet locks	12/02/2016	141.35
Total for Check Number 94826:				141.35
94827	AMR01 198422 199832	American Medical Response, Inc Emergency Medical Responce Services/PD. Emergency Medical Responce Services/PD.	12/02/2016	250.00 250.00
Total for Check Number 94827:				500.00
94828	APP13 11/4/16 11/4/16 11/4/16 11/4/16 11/4/16 11/4/16 11/4/16 11/4/16 11/4/16 11/4/16 11/4/16 11/4/16 11/4/16 11/4/16 11/4/16 11/4/16 11/4/16	Applied Pest Management Inc Parks / Pest Services. Fire Station #35 / Pest Services. Community Center / Pest Services. Fire Station #33 / Pest Services. Water Quality / Pest Services. McBean Pavilion / Pest Services. Police / Pest Services. Civic Center / Pest Services. Airport / Pest Services. Plaza / Pest Services. Carnegie / Pest Services. 2000 Flightline / Pest Services. City Hall / Pest Services. Corp Yard / Pest Services. Library / Pest Services. Fire Station #34 / Pest Services.	12/02/2016	39.00 25.00 65.00 30.00 160.00 45.00 45.00 25.00 25.00 30.00 25.00 90.00 50.00 60.00 70.00 30.00
Total for Check Number 94828:				814.00
94829	AQU04 27497	Aqua Sierra Controls Inc. SCADA System Support, maintenance and troub	12/02/2016	883.15
Total for Check Number 94829:				883.15
94830	ATT CAL2 8860077 8838852	AT&T CALNET 3 Library 9391051461 10 Mbps	12/02/2016	381.20 618.30

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	8838966	250 Mbps		2,383.56
	8860073	City Hall 9391051457		695.84
	8860074	9391051458 PD		453.81
	8860075	Fire 1 9391051459		381.20
	8860076	Sierra College /Library 9391051460		381.20
	8860079	Fire #2 9391051463		381.20
	8860080	Fire #3 9391051464		381.20
	8860081	Corp Yard 9391051465		381.20
	8860082	Comm Center 9391051466		381.20
	886078	Library 9391051462		381.20
			Total for Check Number 94830:	7,201.19
94831	att23 9981X11212016	AT&T Mobility 10/14/16 - 11/13/16	12/02/2016	896.51
			Total for Check Number 94831:	896.51
94832	BAC02 39297	Backflow Distributors, Inc. Freeze bags	12/02/2016	313.71
			Total for Check Number 94832:	313.71
94833	BCL01	B C Laboratories, Inc.	12/02/2016	
	B248188	Water Testing Services.		275.00
	B248350	Water Testing Services.		94.00
	B248366	Water Testing Services.		25.00
	B248892	Water Testing Services.		300.00
	b249044	Water Testing Services.		176.00
	B249530	Water Testing Services.		300.00
	B249559	Water Testing Services.		640.00
	B250109	Water Testing Services.		40.00
	B250268	Water Testing Services.		347.00
	B250884	Water Testing Services.		300.00
	B251214	Water Testing Services.		75.00
	B251497	Water Testing Services.		300.00
	B251641	Water Testing Services.		47.00
			Total for Check Number 94833:	2,919.00
94834	BEA07	Bear Electrical Solutions Inc	12/02/2016	
	3931	Traffic Signal Maintenance Loops installed		5,151.60
	3976	Traffic Signal Maintenance Services. Oct 2016 I		2,665.00
	3983	Traffic Signal Maintenance Services. Oct 2016		1,595.00
			Total for Check Number 94834:	9,411.60
94835	BEN04	Bender Rosenthal, Inc.	12/02/2016	
	16196-2	East 5th Avenue temporary relocation / On-Call I		1,424.38
			Total for Check Number 94835:	1,424.38
94836	BEN11	Bennett Engineering Ser. Inc.	12/02/2016	
	16076061	Amendment #1.		208.80
	16086099	Amendment #4 Meadowlands Entitlement Appli		270.00
	16086108	Amendment #1.		87.00
	16106217	Tank 3 Catta Verdera North Project/ Design Serv		36,562.10
	16106217	Tank 3 Catta Verdera North Project/ Design Serv		36,562.10
			Total for Check Number 94836:	73,690.00
94837	BLU03	Galls, LLC	12/02/2016	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	006394507	Uniforms for reserve officers / volunteers.		718.20
	006411769	Uniforms for reserve officers / volunteers.		718.20
			Total for Check Number 94837:	1,436.40
94838	BOO04 IVC0087634	Boot Barn Boots - Espinoza	12/02/2016	94.17
			Total for Check Number 94838:	94.17
94839	BUR07 1346052	Bureau Veritas North America Inc. Permit/Plan review & Inspection Services.	12/02/2016	4,888.58
			Total for Check Number 94839:	4,888.58
94840	BZP01 11/22/16 11/22/16 11/22/16 67596	BZ Plumbing Company Inc. refund permits 16-43276,16-43425,16-43208, 16 refund permits 16-43276,16-43425,16-43208, 16 refund permits 16-43276,16-43425,16-43208, 16 Water heater repairs at 770 7th Street.	12/02/2016	284.92 16.00 4.00 1,350.00
			Total for Check Number 94840:	1,654.92
94841	CAL09 10/28/16	California Park/Recreation Society Boynton membership 110033	12/02/2016	170.00
			Total for Check Number 94841:	170.00
94842	CAL14 2026987	California Transmissions Rebuild Transmission/Fleet.	12/02/2016	2,891.50
			Total for Check Number 94842:	2,891.50
94843	CAL15 2135020 2140335 2142222	Caltronics Business Systems Citywide Copier Manitenance Agreement for 21 Citywide Copier Manitenance Agreement for 21 Citywide Copier Manitenance Agreement for 21	12/02/2016	110.01 1,645.88 31.92
			Total for Check Number 94843:	1,787.81
94844	CAL77 000427 000427	Worrell Corporation Wrought Iron Fence Repairs at McBean Park. Bleacher fence repair and restore for McBean St	12/02/2016	2,000.00 1,650.00
			Total for Check Number 94844:	3,650.00
94845	cit39 11232016	City of Rocklin Recreation Flag Football Tournament	12/02/2016	100.00
			Total for Check Number 94845:	100.00
94846	CIV01 2016.18-1	Civil Eng. Solutions, Inc dba Civil Solution Drainage Review / Fullerton Ranch / On-Call En	12/02/2016	2,161.00
			Total for Check Number 94846:	2,161.00
94847	CLA01 11/23/16	Vincent Clark Per diem Advanced Dispatch Update	12/02/2016	221.25
			Total for Check Number 94847:	221.25
94848	COA06 62055	Coast LM Inc Supplemental Landscape Services / Parks.	12/02/2016	15.85

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	62056	Supplemental Landscape Services / Parks.		15.85
			Total for Check Number 94848:	31.70
94849	COP05 83619	CopWare, Inc. Sourcebooks and codes electronic and web acces	12/02/2016	615.00
			Total for Check Number 94849:	615.00
94850	CRU01 24816	Crusader Fence Company Misc. repairs to City fencing in Open space and l	12/02/2016	2,207.00
			Total for Check Number 94850:	2,207.00
94851	DBT01 451	DBT Transportation Services LLC On line subscription services thru 7/31/17 weath	12/02/2016	900.00
			Total for Check Number 94851:	900.00
94852	DEL02 XK251WRR4	Dell Marketing L.P. Computer supplies / Citywide.	12/02/2016	346.26
			Total for Check Number 94852:	346.26
94853	DEM01 5994800	Demco, Inc. Annual Library supplies & furnishing needs.	12/02/2016	1,283.88
			Total for Check Number 94853:	1,283.88
94854	DEP02 196469	Department Of Justice Livescan Processing.	12/02/2016	211.00
			Total for Check Number 94854:	211.00
94855	DER02 11/23/2016	Jeff Dern Basketball refund 3rd/4th boys	12/02/2016	105.00
			Total for Check Number 94855:	105.00
94856	ECO03 152068-6 152068-6	Economic&Planning Systems Inc. Amendment #1 Provide the Village 1 Public Fac: Amendment #1 Provide the Village 1 Public Fac:	12/02/2016	30,000.00 1.10
			Total for Check Number 94856:	30,001.10
94857	ELI03 51423 51477 51477 51477 51477 51477 51477 51477 51477 51594	EMMS Inc Supplemental for Monthly Services. Cleaning Services / Twelve Bridges Library. Cleaning Services / Civic Center. Cleaning Services / Pavilion. Cleaning Services / Corporation Yard. Cleaning Services / Parks. Nov Cleaning Services / CityHall. Cleaning Services / Police Station. Cleaning Services / Community Center. Special Event Services.	12/02/2016	190.00 2,360.00 295.00 479.00 750.00 1,950.00 1,950.00 600.00 1,485.00 350.00
			Total for Check Number 94857:	10,409.00
94858	ETH01 42622	Insomniac Porductions Inc polo shirts - volunteers	12/02/2016	299.75

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 94858:				299.75
94859	FED01	Fedex Corporation	12/02/2016	
	5-607-34023	Delivery		40.96
	5-607-34023	Delivery		18.23
Total for Check Number 94859:				59.19
94860	FEN02	Brian Patterson	12/02/2016	
	750	Fencing Services / Parks.		1,625.63
Total for Check Number 94860:				1,625.63
94861	Frisch01	Frisch Engineering, Inc.	12/02/2016	
	6829	SCADA System /Preventative & unscheduled m		2,760.00
Total for Check Number 94861:				2,760.00
94862	FUT01	Future Ford	12/02/2016	
	946181	Tire repairs/replacement & misc parts for the Pol		72.79
	946312	Tire repairs/replacement & misc parts for the Pol		64.67
	947531	Tire repairs/replacement & misc parts for the Pol		979.85
	949097	Fleet Services for Ford vehicles.		187.50
Total for Check Number 94862:				1,304.81
94863	gol08	Gold Country Media	12/02/2016	
	16632511	Meadowlands GDP		540.00
	16632519	Meadowlands rezone		540.00
	16633020	Meadowlands park ordinance		540.00
Total for Check Number 94863:				1,620.00
94864	GOL09	Golden State Flow Measurement Inc.	12/02/2016	
	I-052851	Meters / MXU new construction / Water Quality		1,213.68
	I-052852	Meters / MXU new construction / Water Quality		9,021.41
	I-052859	Meters / MXU new construction / Water Quality		1,176.71
	I-052981	Meters / MXU residential replacements / Water C		6,999.67
	I-053025	Meters / MXU residential replacements / Water C		3,466.55
	I-053047	Meters / MXU residential replacements / Water C		520.79
	I-053059	Meters / MXU new construction / Water Quality		3,746.91
	I-053092	Meters / MXU residential replacements / Water C		-848.82
	I-053100	Meters / MXU new construction / Water Quality		2,341.97
	I-053117	Meters / MXU residential replacements / Water C		1,553.38
Total for Check Number 94864:				29,192.25
94865	GOL13	Gold Hill Communications, Inc	12/02/2016	
	12110	Electronic Agenda Management Hardware Instal		781.00
Total for Check Number 94865:				781.00
94866	HI-01	Hi-Tech Emergency Vehicle Ser. Inc.	12/02/2016	
	155449	Parts for All Fire trucks & Fire equipment.		111.90
Total for Check Number 94866:				111.90
94867	ING03	Ingram Library Services Inc.	12/02/2016	
	11/1/16	Books, Audio Books & DVD's.		3,033.91
Total for Check Number 94867:				3,033.91

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
94868	J&A01	Doyle L. Long	12/02/2016	
	80815	Graffiti removal / Solid Waste.		250.00
	80982	Graffiti removal / Parks.		375.00
Total for Check Number 94868:				625.00
94869	JMS01	JM Slover, Inc.	12/02/2016	
	4	Robert Jimenez Community Park less retention .		-18,870.56
	4	Upgrade construction for Robert Jimenez Comm		377,410.45
Total for Check Number 94869:				358,539.89
94870	JOE01	Joe Silva Productions	12/02/2016	
	JSP-2016-20	City Council Video Production Services.		1,278.25
Total for Check Number 94870:				1,278.25
94871	JOH01	John L Sullivan Chevrolet	12/02/2016	
	322989	OEM parts for GM vehicles.		62.48
	C34061	inv total \$679.74 adjusted to \$669.99 creating cr		-9.75
Total for Check Number 94871:				52.73
94872	JOI01	Paul Joiner	12/02/2016	
	11/30/16	Refund of sign deposit		250.00
Total for Check Number 94872:				250.00
94873	JUD01	Judicial Data Systems	12/02/2016	
	6280	Parking citation administrative services. Sept 20		100.00
Total for Check Number 94873:				100.00
94874	KIM01	Kimball Midwest	12/02/2016	
	5252635	Hardware, electrical, brake & hose fitting, misc		957.64
Total for Check Number 94874:				957.64
94875	LAR03	Larry Walker Associates, Inc.	12/02/2016	
	00510.02-11	NPDES Phase II. Reso #2015-238.		17,111.75
	00510.02-12	NPDES Phase II. Reso #2015-238.		3,788.75
	00510.03-1	NPDES Phase II. Reso #2015-238.		1,672.15
Total for Check Number 94875:				22,572.65
94876	LEH01	Lehr Auto Electric Stommel Inc	12/02/2016	
	01 130089	lights		152.29
Total for Check Number 94876:				152.29
94877	LNC01	L N Curtis & Sons	12/02/2016	
	INV63088	PPE (Professional Staff) Boots, Gear & Equipme		485.37
Total for Check Number 94877:				485.37
94878	MAI01	Mail Finance	12/02/2016	
	N6241881	Insenter Lease / Library. 9/17/16 - 12/16/16		1,739.52
Total for Check Number 94878:				1,739.52
94879	MAR07	Mark Thomas & Co. Inc.	12/02/2016	
	26814	Amendment #2 Reso# 2015-249.		1,668.15
	26853	Right-of-way & bidding support for Lincoln Blv		2,085.85

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 94879:				3,754.08
94880	MAT11 56451	Matson & Isom Technology Consulting Citywide IT Support. November	12/02/2016	12,000.00
Total for Check Number 94880:				12,000.00
94881	MAX03 10418 10418	Maxwell Asphalt Inc Airport Cracked Seal retention release Maxwell Airport Cracked Seal retention release Maxwell	12/02/2016	4,495.79 499.53
Total for Check Number 94881:				4,995.32
94882	MBJ01 037066	Kenneth J. Leege O Street Ramp & Downtown Drain Inlet Installa	12/02/2016	6,740.00
Total for Check Number 94882:				6,740.00
94883	MIC10 44185 44185 959654 959655 959655	Michael Baker International Inc Epick III Request for Supplemental Authorization General Planning Support / On-Call Engineering Amendment #1 Lincoln Meadows / On-Call Planr Village 7 Phase I Project Review / On-Call Planr Village 7 Phase I Project Review / On-Call Planr	12/02/2016	491.25 6,968.55 140.00 2,904.00 2,686.25
Total for Check Number 94883:				13,190.05
94884	MID10 94378405 94381216 94381774 94443170 94453378 94453390 94457953 94479692 94483970 94487251 94487253	Midwest Tapes Audiobooks, CD's & DVD's / Library. Audiobooks, CD's & DVD's / Library. Audiobooks, CD's & DVD's / Library. Audiobooks, CD's & DVD's / Library. Audiobooks, CD's & DVD's / Library. Audiobooks, CD's & DVD's / Library. Audiobooks, CD's & DVD's / Library. Audiobooks, CD's & DVD's / Library. Audiobooks, CD's & DVD's / Library. Audiobooks, CD's & DVD's / Library. Audiobooks, CD's & DVD's / Library. Audiobooks, CD's & DVD's / Library.	12/02/2016	24.87 100.58 36.37 59.59 58.35 47.13 128.15 20.57 29.17 152.33 45.45
Total for Check Number 94884:				702.56
94885	MIL10 30106	Miles Treaster & Associates Cube materials for 2nd floor move.	12/02/2016	719.87
Total for Check Number 94885:				719.87
94886	MIL15 INV338887 INV33953 INV34399	Milk Man Toner Company Inc. Printer/Fax/Scanner repair services. Cartridges/ Supplies for Printers& Scanners alon Cartridges/ Supplies for Printers& Scanners alon	12/02/2016	445.05 425.70 425.70
Total for Check Number 94886:				1,296.45
94887	MOR10 1078 1080	Morrison Landscape Inc. Weed Control Services / Wastewater. Weed Control Services / Water Quality.	12/02/2016	490.00 600.00
Total for Check Number 94887:				1,090.00
94888	NOR11	NorthNet Library System	12/02/2016	

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	1475	Gale database 16/17		739.75
			Total for Check Number 94888:	739.75
94889	NOR16 k 77228	North State Tire Co. Inc. Tires for Citywide Fleet.	12/02/2016	773.72
			Total for Check Number 94889:	773.72
94890	NOR23 52681	Northern California Gloves Safety supplies / Solid Waste.	12/02/2016	549.22
			Total for Check Number 94890:	549.22
94891	OCL01 0000497037	OCLC, Inc. Database of Library records & fee for downloadi	12/02/2016	578.15
			Total for Check Number 94891:	578.15
94892	OFF11	Office Max	12/02/2016	
	10/31/2016	Receipt books.		228.58
	10/31/2016	DVI Books / Fleet.		405.23
	10/31/2016	Door Hangers / Forms / Flyers - Public Sevice.		564.99
	10/31/2016	Finance supplies / Not on CS list.		46.90
	10/31/2016	Citywide Office Supplies.		2,281.89
	10/31/2016	Building departemnt office supplies not on CS L		551.04
	10/31/2016	Police Department office supplies not on CS List		65.04
			Total for Check Number 94892:	4,143.67
94893	OLD06 11/29/2016	Old Town Pizza League Champ Certificate	12/02/2016	100.00
			Total for Check Number 94893:	100.00
94894	pat04 10092	Douglas S Rossmann chemicals	12/02/2016	1,294.95
			Total for Check Number 94894:	1,294.95
94895	PGE00	PG&E 6412542231-7 streetlights	12/02/2016	
	11/15/16a	LL5 0958050675-7		252.53
	11/15/16B	LL1 8052449916-9		30.55
	11/15/16C	LL9 21883955965-8		16.21
	11/15/16D	LLORIG 5224189338-8		3,034.62
	11/15/16E	LL2 4743555123-0		83.87
	11/15/16F	LL 3899550976-7		97.39
	11/15/16G	LL29 4600917656-4		13.53
	11/15/16H	LL6 3453010346-3		44.92
	11/15/16I	LL30 9387091607-4		70.91
	11/15/16J	LL8 3796880370-2		9.09
	11/15/16K	LL13 4127007104-0		23.34
	11/15/16L	LL12 5982801621-8		20.58
	11/15/16LM	LL15 1189022797--5		19.62
			Total for Check Number 94895:	3,717.16
94896	PGE02 11/18/16	PG&E 5787347552-9 Thru 11/16/16	12/02/2016	1,450.17
			Total for Check Number 94896:	1,450.17

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
94897	PGE03 11/15/16	PG&E 0351134292-9 thru 11/14/16	12/02/2016	1,085.27
Total for Check Number 94897:				1,085.27
94898	PGE04 11/14/2016	PG&E 8451289619-6 Corp yard thru 11/13/16	12/02/2016	4,178.65
Total for Check Number 94898:				4,178.65
94899	PGE29 11/19/16	PG&E 7978710893-9 Foskett thru 11/18/16	12/02/2016	5,929.32
Total for Check Number 94899:				5,929.32
94900	PGE37 11/18/16	PG&E 3306311543-1 Joeger and Lincoln Blvd Regional Sewer thru 11	12/02/2016	14,928.06
Total for Check Number 94900:				14,928.06
94901	PLA44 K637151	Rexel Inc. McBean Stadium	12/02/2016	432.68
Total for Check Number 94901:				432.68
94902	PLE01 69874 70608	Pleasanton Truck & Equip Repair Inc Supplies & Equipment / Fleet. Supplies & Equipment / Fleet.	12/02/2016	523.36 524.90
Total for Check Number 94902:				1,048.26
94903	PON02 065.000.009 065.504.001 065.505.001 065.505.001 065.505.001 065.505.001 065.505.001 065.505.001	Ponticello Enterprises Consulting Services General Development Engineering Staff Augment Transit Stop Improvement Project / On-Call Eng Police Department Improvement Project / On-Call Corporation Yard Gate Project / On-Call Engineer 2000 Flightline Roof Repair / On-Call Engineeri Community Center Water Proofing / On-Call En McBean Pavilion Improvements / On-Call Engin	12/02/2016	155.00 188.75 282.45 155.00 193.75 193.75 193.75 204.95
Total for Check Number 94903:				1,373.65
94904	PRE03 11/22/16 11/22/16 11/22/16	Premier Pools & Spas cancelled permit 15-41105 cancelled permit 15-41105 cancelled permit 15-41105	12/02/2016	439.32 157.64 102.76
Total for Check Number 94904:				699.72
94905	PRO14 40337 40338 40339 40340	Prodigy Electric & Controls Inc City Electrician for the Water Quality division.. City Electrician for the Water Quality division.. City Electrician for the Water Quality division.. City Electrician for the Waste Water division.	12/02/2016	872.00 872.00 295.98 405.00
Total for Check Number 94905:				2,444.98
94906	PRU01 180261494 180262586 180262587 180262588	Prudential Overall Supply Uniform Services / Solid Waste. Mats / Library. Mats / Police. Mats / City Hall.	12/02/2016	65.46 13.20 46.80 15.60

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	180262589	Mats / Community Center.		42.00
	180262595	Uniform Services / Fleet.		67.90
	180262598	Uniform Services / Parks.		6.38
	180262598	Uniform Services / Facilities.		12.76
	180262598	Uniform Services / Parks.		12.76
	180262600	Uniform Services / Solid Waste.		65.46
	180262601	Uniform Services / Airport.		20.48
			Total for Check Number 94906:	368.80
94907	PUB12	Public Restroom Company	12/02/2016	
	11252	C/O #1.		3,882.00
	11252	Jimenez Park Fabrication, permitting, delivery at		11,059.00
	11253	C/O #1.		2,030.00
	11253	Nathan Dubin Park Fabrication, permitting, deliv		9,043.00
			Total for Check Number 94907:	26,014.00
94908	ram02	Ramos Oil Company-CR Lock	12/02/2016	
	799378	PD		1,078.12
	800952	PD		1,117.27
			Total for Check Number 94908:	2,195.39
94909	RFI01	RFI Communications & Security	12/02/2016	
	551122	Card reader Services.		395.00
			Total for Check Number 94909:	395.00
94910	ROC01	Rocklin Hydraulics	12/02/2016	
	263710-001	Hydraulic repairs and hoses.		429.96
			Total for Check Number 94910:	429.96
94911	ROC06	Rocklin Unified School Dist.	12/02/2016	
	IN17-00126	Field Trip Transportation/Recreation.		354.26
			Total for Check Number 94911:	354.26
94912	RON02	Ron Turley Assoc. Inc.	12/02/2016	
	47870	Hosting Fees/ Software Support		924.00
			Total for Check Number 94912:	924.00
94913	SAC20	Sac-Val Janitorial Supply	12/02/2016	
	10203635	Janitorial Supplies / Fire department.		83.21
	10204156	Janitorial Supplies / Fire department.		98.85
	10205259	Janitorial Supplies / Fire department.		119.54
	10205302	Janitorial Supplies / Fire department.		-57.62
	10215323	Janitorial Supplies / L&L Parks Maintenance.		263.61
			Total for Check Number 94913:	507.59
94914	SAL10	Salaber Associates Inc.	12/02/2016	
	CA1402N-13	Lincoln Stake Center / On-Call Engineering.		2,700.00
	CA1604B-06	Summerset Assisted Living Inspection Services /		2,240.00
	CA1604D-04	Senior Living / On-Call Engineering Services.		2,840.00
			Total for Check Number 94914:	7,780.00
94915	SIE01	Sierra Chemical Co.	12/02/2016	
	SLC 10013029	Chlorine etc for Water Wells/Water Quality.		-210.00

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	SLS 10040212	Chlorine etc for Water Wells/Water Quality.		533.26
			Total for Check Number 94915:	323.26
94916	SIE04	Sierra Safety Company	12/02/2016	
	IN82257	Signs & Safety Supplies / Parks.		58.87
	IN82438	Signs & Safety Supplies		41.12
	IN82803	Signs & Safety Supplies / Parks.		100.00
	IN82803	Signs & Safety Supplies / Facilities.		64.48
	IN82836	Signs & Safety Supplies / Parks.		105.35
	IN82837	Signs & Safety Supplies / Parks.		200.00
	IN82837	Signs & Safety Supplies / Facilities.		116.59
			Total for Check Number 94916:	686.41
94917	SIE41	Sierra Pacific Turf Supply Inc	12/02/2016	
	0490804-IN	Infield material		780.67
			Total for Check Number 94917:	780.67
94918	STA08	Stanley Convergent Security Solutions Inc.	12/02/2016	
	14016791	Security Services at various City facilities. 600 6		107.19
	14021239	Security Services at various City facilities. 1790		178.68
	14027338	Security Services at various City facilities. 2000		253.92
			Total for Check Number 94918:	539.79
94919	STA18	Stantec Consulting Services, Inc.	12/02/2016	
	1117572	Sorrento Master Reclamation Permit Notice & P		876.40
			Total for Check Number 94919:	876.40
94920	SWR01	SWRCB Accounting Office	12/02/2016	
	SW-0121833	Fac Id 5S31M2000131 7/1/16 - 6/30/17		14,966.00
			Total for Check Number 94920:	14,966.00
94921	TOT05	Mailroom Finance Inc.	12/02/2016	
	11/11/16	Citywide Postage cost for the Hasler Postage Ma		3,000.00
			Total for Check Number 94921:	3,000.00
94922	TRU05	B. Astrida Trupovnieks	12/02/2016	
	11/10/2016	mileage and meal reimbursement CalPELRA Co		376.45
			Total for Check Number 94922:	376.45
94923	USB04	U.S. Bank Corporate Payment System	12/02/2016	
	10/24/2016	Shrum		32.10
	10/24/2016	Smull		79.52
	10/24/2016	Spencer		194.56
	10/24/2016	Spinale		354.90
	10/24/2016	Spinale tax		6.35
	10/24/2016	Spinale tax		-6.35
	10/24/2016	Swarsbrook		444.00
	10/24/2016	Thatcher		93.11
	10/24/2016	Thatcher		140.00
	10/24/2016	Thomas		229.67
	10/24/2016	Thompson		2,412.98
	10/24/2016	Thompson		1,014.88
	10/24/2016	Tillman		59.12
	10/24/2016	Tillman		392.00

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	10/24/2016	Trupovnieks		55.00
	10/24/2016	Tyler		467.56
	10/24/2016	Wheeler		46.87
	10/24/2016	Ambrose		65.00
	10/24/2016	Alves		44.58
	10/24/2016	Andrews		115.00
	10/24/2016	Andrews		14.43
	10/24/2016	Bishop		773.68
	10/24/2016	Bishop		374.12
	10/24/2016	Bishop tax		33.71
	10/24/2016	Bishop tax		-33.71
	10/24/2016	Bonar		433.29
	10/24/2016	Boynton		3,011.45
	10/24/2016	Boynton		661.00
	10/24/2016	Boynton tax		74.33
	10/24/2016	Boynton tax		-74.33
	10/24/2016	Bradley		13.51
	10/24/2016	Brower		26.11
	10/24/2016	Brown		361.87
	10/24/2016	Brown		55.86
	10/24/2016	Brown		67.26
	10/24/2016	Butler		482.19
	10/24/2016	Butler tax		24.70
	10/24/2016	Butler tax		-24.70
	10/24/2016	Button		341.32
	10/24/2016	Caples		125.20
	10/24/2016	Caples		263.86
	10/24/2016	Cazarez		51.13
	10/24/2016	Cazarez		360.00
	10/24/2016	Collins		62.43
	10/24/2016	Poole		835.92
	10/24/2016	Davis		119.06
	10/24/2016	Davis		325.98
	10/24/2016	Davis tax		1.68
	10/24/2016	Davis tax		-1.68
	10/24/2016	Poole		105.00
	10/24/2016	Dworak		93.21
	10/24/2016	Eide		928.36
	10/24/2016	Eide		421.84
	10/24/2016	Espinoza		83.00
	10/24/2016	Espinoza		8.51
	10/24/2016	Miller		-5.39
	10/24/2016	Friese		425.00
	10/24/2016	Frost		37.99
	10/24/2016	Frost		1,410.50
	10/24/2016	Frost		120.00
	10/24/2016	Frost		70.00
	10/24/2016	Frost		70.00
	10/24/2016	Scanlon		16.46
	10/24/2016	Frost tax		-2.85
	10/24/2016	Gix		51.13
	10/24/2016	Halley		721.80
	10/24/2016	Halley		256.79
	10/24/2016	Halley		13.60
	10/24/2016	Halley		13.60
	10/24/2016	Halley		13.60
	10/24/2016	Halley		1,611.43
	10/24/2016	Halley		107.49
	10/24/2016	Halley tax		1.65

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	10/24/2016	Halley tax		-1.65
	10/24/2016	Hart		152.74
	10/24/2016	Hart tax		11.46
	10/24/2016	Hart tax		-11.46
	10/24/2016	Hawley		-237.65
	10/24/2016	Hunt		150.00
	10/24/2016	Hunt		5.57
	10/24/2016	Hunt		7.29
	10/24/2016	Hunt tax		0.42
	10/24/2016	Hunt tax		0.55
	10/24/2016	Hunt tax		-0.97
	10/24/2016	Hedman		176.51
	10/24/2016	Hedman		5.17
	10/24/2016	Hedman tax		6.37
	10/24/2016	Hedman tax		-6.37
	10/24/2016	Hookins		140.00
	10/24/2016	Hookins		211.43
	10/24/2016	Ibarra		375.00
	10/24/2016	Klemp		-55.60
	10/24/2016	Lattuca		653.18
	10/24/2016	Lattuca tax		32.73
	10/24/2016	Lattuca tax		-32.73
	10/24/2016	Lee		15.98
	10/24/2016	Lee		826.68
	10/24/2016	Leftwich		25.00
	10/24/2016	Lombardi		1,032.08
	10/24/2016	Lombardi Stephanie		74.00
	10/24/2016	Lombardi Stephanie tax		4.37
	10/24/2016	Lombardi Stephanie tax		10.97
	10/24/2016	Lombardi Stephanie tax		5.55
	10/24/2016	Lombardi Stephanie tax		-20.89
	10/24/2016	Lukins		835.64
	10/24/2016	Lukins		68.08
	10/24/2016	Lukins tax		17.10
	10/24/2016	Lukins tax		-17.10
	10/24/2016	Maldonado		2,497.00
	10/24/2016	Maldonado		50.00
	10/24/2016	Maldonado		30.34
	10/24/2016	Maldonado		46.70
	10/24/2016	Maldonado tax		1.79
	10/24/2016	Maldonado tax		-1.79
	10/24/2016	Marshall		770.75
	10/24/2016	Marshall Tax		13.12
	10/24/2016	Marshall Tax		-13.12
	10/24/2016	Mathus		917.02
	10/24/2016	Mathus		414.31
	10/24/2016	Mathus		426.20
	10/24/2016	Mathus		27.56
	10/24/2016	Mathus		18.00
	10/24/2016	Miller		510.56
	10/24/2016	Miller		668.85
	10/24/2016	Miller		243.96
	10/24/2016	Miller		5.39
	10/24/2016	Shrum		1,107.86
	10/24/2016	Salyers		1,744.12
	10/24/2016	Salyers		9.86
	10/24/2016	Reynolds		182.55
	10/24/2016	Salyers		198.96
	10/24/2016	Prosser		51.91

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	10/24/2016	Reyes		183.18
	10/24/2016	Reyes		235.61
	10/24/2016	Frost tax		2.85
	10/24/2016	Probst		168.05
	10/24/2016	Faddis		238.00
	10/24/2016	Decou		170.12
	10/24/2016	Craugh		27.63
Total for Check Number 94923:				36,980.04
94924	WES10	Western Truck Parts & Equip Co./Western	12/02/2016	
	SA815255	Equipment & supplies / Fleet.		527.18
	WS272075	Equipment & supplies / Fleet.		-222.08
Total for Check Number 94924:				305.10
94925	WTC01	WT Cox Subscriptions	12/02/2016	
	3021404	Magazine & Newspaper Subscription / Library.		74.76
Total for Check Number 94925:				74.76
Total for 12/2/2016:				784,222.77
Report Total (102 checks):				784,222.77



10C

CITY COUNCIL REPORT

SUBJECT: First Amendment to License Agreement With William Jessup University for McBean Stadium

SUBMITTED BY: Shawn Tillman, Economic Development Manager

DEPARTMENT: City Manager

DATE: December 13, 2016

STRATEGIC RELEVANCE: Economic Development

STAFF RECOMMENDATION(S):

Staff recommends that the City Council adopt a resolution approving and authorizing the City Manager to execute a First Amendment to License Agreement with William Jessup University.

BACKGROUND / INTRODUCTION:

The License Agreement entered into in December 2015 provides that William Jessup University (WJU) and the City of Lincoln each may display sponsorship signs on up to 50% of the space available. During the course of negotiations with Great West League (GWL) for the use of McBean Stadium for summer collegiate wood bat baseball, it became clear that clarification and coordination of the parameters for sponsorship signage would be necessary.

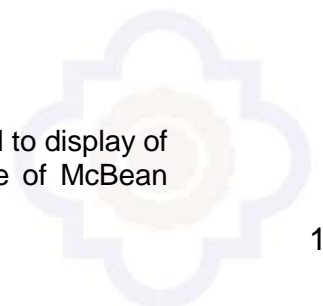
The agreement with GWL approved in October 2016 reflects the needed clarifications, and the agreement with WJU now needs to be amended accordingly.

FINDINGS/ANALYSIS:

The amended agreement provides that WJU may display sponsorship signs on up to 100% of the space available from September 1 to May 15 of each year, while GWL may do the same June 1 to August 30 of each year. The amended agreement also provides that WJU and the City will share equally in sponsorship proceeds above \$20,000 for each year of the license. The City will continue to retain 100% of ticket sales and concession revenue. The amendment provides that WJU may display three signs branding the stadium as the Home of William Jessup University Baseball, which will remain in place at all times.

CONCLUSION:

Approval of this amendment provides needed clarity and parameters related to display of sponsorship signs and sharing of sponsorship revenue during WJU's use of McBean Stadium





ALTERNATIVES:

- 1) Adopt the resolution recommended by staff.
- 2) Do not adopt the resolution.
- 3) Provide direction to staff.

FISCAL IMPACT:

This Amendment to License Agreement with WJU is anticipated to result in revenue to the City estimated at \$5,000 per year.

CITY MANAGER REVIEW OF CONTENT: MB

APPROVED AS TO LEGAL FORM: LZW

ATTACHMENTS:

- Resolution
- First Amendment to License Agreement



RESOLUTION NO. 2016-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN
AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO
LICENSE AGREEMENT WITH WILLIAM JESSUP UNIVERSITY**

WHEREAS, on November 10, 2015, the City Council authorized the City Manager to execute a License Agreement with William Jessup University (WJU) for non-exclusive use of McBean Stadium as the home field for WJU baseball games and practices; and

WHEREAS, on October 11, 2016, the City Council authorized the City Manager to execute a License Agreement with Lincoln Potters Baseball Club for non-exclusive use of McBean Stadium as the home field for its baseball games; and

WHEREAS, it is now necessary to clarify and coordinate the parameters for sponsorship signage to accurately reflect the agreement between the City and WJU with respect to these matters; and

WHEREAS, the First Amendment to License Agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061b4 because it does not have a potential to impact the environment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LINCOLN DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The City Council finds and determines that a First Amendment to License Agreement with William Jessup University will of benefit to the City of Lincoln.

Section 2. The City Council hereby determines the First Amendment to License Agreement is exempt from CEQA.

Section 3. The City Council hereby approves the First Amendment to License Agreement, in substantially the form accompanying the agenda report, and authorizes the City Manager to execute a First Amendment to License Agreement with William Jessup University attached hereto as Exhibit A.

PASSED AND ADOPTED this 13th day of December, 2016, by the following vote:

AYES: COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Peter Gilbert, Mayor

ATTEST:

Gwen Scanlon, City Clerk

FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment to License Agreement ("First Amendment") is entered into by and between the CITY OF LINCOLN, a municipal corporation ("City"), and between the CITY OF LINCOLN, a municipal corporation ("City"), and WILLIAM JESSUP UNIVERSITY, a California non-profit corporation ("WJU" or "Licensee"), and is effective _____, 2016. City and Licensee are collectively referred to herein as the "Parties."

RECITALS

City is the owner of McBean Park, located at D and Third streets in Lincoln, California ("Property"). A baseball stadium is located within McBean Park ("License Area").

City and Licensee entered into a License Agreement on December 10, 2015 ("License") for use of the License Area for baseball games and practices as the home field for William Jessup University Baseball.

City and Licensee now seek to amend the License to clarify certain provisions related to sponsorships, signage and branding within the License Area, and related to the disposition of revenues generated therefrom.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the License as follows:

AGREEMENT

1. DEFINITIONS

All capitalized terms shall have that meaning as defined in the License Agreement, unless expressly defined to the contrary herein.

2. SIGNS

Paragraph 10 of the License is deleted in its entirety and replaced with the following language:

- 10.1 Licensee may display or permit team sponsors to display sponsorship signs within License Area consistent with Lincoln Municipal Code section 16.03.030(6) on outfield fencing facing the field of play, on bleacher fencing facing the field of play, on the backstop facing the spectator seating, and graphics on the infield surface area.
- 10.2 Signs displayed by Licensee and its sponsors may occupy up to one hundred percent (100%) of the space available for Field Sponsorship Signs under Section 16.03.030(6) from September 1 to May 15 of each year of this License. All signage and graphics shall be approved by the City prior to placement.

- 10.3 City of Lincoln retains the right to display Field Sponsorship Signs or permit other users of the field to display Field Sponsorship Signs on up to one hundred percent (100%) of the permitted area from May 15 to September 1 of each year of this License.
- 10.4 For the term of this License, Licensee shall have the right to place and maintain, at its own expense, three (3) signs on outfield fencing facing the field of play for branding the stadium as the Home of William Jessup University Baseball. The branding signage shall be approved in advance by the City and shall remain visible at all times.

3. REVENUE

Paragraph 11 of the License is deleted in its entirety and replaced with the following language:

City shall retain one hundred percent (100%) of ticket sales and concession sales occurring during Licensee's use of Property for the duration of this License. Licensee shall retain one hundred percent (100%) of the first \$20,000 of Licensee's net sponsorship and marketing proceeds generated by signs displayed pursuant to paragraph 10.1 and 10.2 of the License, and Licensee and City of Lincoln shall each receive fifty percent (50%) of all net sponsorship and marketing proceeds above \$20,000. Licensee shall submit proceeds due, including an accounting of all Licensee's net sponsorship and marketing proceeds, to the City by July 1st of each year of this License.

4. AUTHORITY

Each party hereto expressly warrants and represents that as of the date of this First Amendment, each party has the sole right and authority to execute this First Amendment on its own behalf and on behalf of its representatives or those they represent.

5. CONFLICTING PROVISIONS

In the event of a conflict between the terms of this First Amendment and the terms of the License, the terms of this First Amendment shall control. Except as specifically revised or modified by the terms of this First Amendment, all of the terms, conditions, and provisions of the License shall remain unchanged, in full force and effect and binding upon the Parties thereto, their heirs, successors and assigns, and are hereby ratified and affirmed. All captions are for reference purposes only and shall not be used in the construction or interpretation of this First Amendment.

6. ENTIRE AGREEMENT

The License and this First Amendment contain the entire understanding and agreement between the Parties and constitute an integration of the entire understanding and agreement of the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed by their duly authorized representatives as of the date first set forth above.

CITY:

CITY OF LINCOLN,
a municipal corporation

LICENSEE:

WILLIAM JESSUP UNIVERSITY,
a California non-profit corporation

By: _____
Name: Matthew Brower, CITY MANAGER

By: _____
Name: John Jackson, PRESIDENT

Date: _____

Date: _____

APPROVED AS TO FORM:

Leslie Walker, ASSISTANT CITY
ATTORNEY



10D

CITY COUNCIL REPORT

SUBJECT: Budget Augmentation for CIP 135 Annual Waterline Replacement Project for Construction and Engineering Design Services, Creation of CIP 409: A – D Streets Waterline Replacement and Street Reclamation Project, and allocation of bond proceeds from former RDA to CIP 409 and exchange of \$744,000 from Fund 711 to Fund 540.

SUBMITTED BY: Marc Fernandez, Assistant Engineer

DEPARTMENT: Engineering

DATE: December 13, 2016

STRATEGIC RELEVANCE: Infrastructure

STAFF RECOMMENDATION(S):

(1) Adopt a resolution allocating \$1,040,000 from the unencumbered balance of Fund 711 – Water Capital Replacement Fund to CIP 135 – Annual Waterline Replacement Project for replacement of waterlines on H, I, J, 8th and 9th Streets; (2) Adopt a resolution creating CIP 409: A – D Streets Waterline Replacement & Street Reclamation Project and allocating \$107,500 from unencumbered balance of Fund 711 – Water Capital Replacement Fund and allocating \$152,500 from unencumbered balance of Fund 221 – Street Fund Gas Tax to CIP 409 – Downtown Waterline and Street Replacement Project; and (3) Adopt a resolution approving the allocation of bond proceeds from the former RDA in the amount of \$744,000 for portions of the projects that are included within the boundaries of the former Redevelopment Project Area and exchange of \$744,000 from Fund 711 Water Capital Replacement to Fund 540 Capital Replacement.

BACKGROUND / INTRODUCTION:

On June 28, 2016 the City Council adopted the FY 2016-17 Capital Improvement Budget that included CIP 135 – Annual Waterline Replacement Project.

Also on June 28, 2016 the City Council approved Resolution No 2016-135, authorizing the City Manager to execute a Construction Agreement with Rawles Engineering, Inc. in the amount of \$502,350 and authorizing the City Engineer to execute change orders not to exceed \$50,000 for CIP 135 – Annual Waterline Replacement Project. The project scope of the Fiscal Year 2016-17 was to replace the water main on C Street from McBean Park Drive to 9th Street.

On November 15, 2016 the City Council adopted a resolution accepting the improvements of CIP 135 Annual Waterline Replacement for C Street and authorizing staff to file a Notice of Completion for the project.

The scope of work of CIP 135 is to replace old and deteriorated water mains and services that provide inadequate fire flows and water pressure to residents. Priority can also be given to areas requiring street improvements or deficient areas identified in the Water Mater Plan.



Staff has recently identified two areas of the City that fall under prioritization for replacement. On September 30, 2016 there was a residential fire on H Street between 7th Street and 8th Street. Based on conversations with the Fire Department the plumbing held up well considering its age and size, however, there were challenges with low water pressure due high flow velocities in the undersized pipes. The experiences of the Fire Department during this recent incident are consistent with experiences of Public Services operations staff that have experienced pressure and flow challenges in that part of the system.

The other area of the City identified as a priority involves future development and the need for street improvement. The future Meadowland development adjacent to 9th Street and East Avenue is required to contribute funding towards its share of a full depth reclamation of A Street and C Street from 7th Street to 9th Street as a condition of its Tentative Map, and it will reconstruct 9th Street from D Street to East Avenue as part of the Meadowlands project. The developer has indicated that they hope to begin construction for grading and backbone infrastructure in summer 2017. In order to plan for these improvements, replacement of waterlines on 9th Street from D Street to East Avenue; and A, B, D Streets from 7th Street to 9th Street needs to be prioritized and constructed ahead of future development. A, B, C, and D Streets are also in substandard condition with an average Pavement Condition Index (PCI) of 26, which is in the category of Poor to Very Poor condition that requires extensive restoration. The utility enterprise fund will contribute its proportional share for full depth reclamation of A, B and D Streets, which is approximately 25% of the full cost of the roadway restoration work. Trench restoration of C Street was performed in October 2016 as a part of the C Street waterline replacement project.

FINDINGS/ANALYSIS:

At this time, staff is requesting a budget augmentation to CIP 135 in the amount of \$1,040,000 to perform engineering design of waterline and roadway improvements and begin construction during Fiscal Year 2016/17, to be completed in the first quarter of Fiscal Year 2017/18.

CIP 135 will consist of waterline replacement on H, I and J Streets between 7th Street and 9th Street, and a waterline on 8th Street between H and I Streets. This project will also construct an extension to the northerly end of the H Street waterline that will loop and connect to the existing system at the intersection of I and 9th Streets. This new construction will create a looped system, improving fire flows and pressures in the vicinity of the Lincoln Police Department and the eastern side of Lincoln High School. This project area will replace approximately 4,100 linear feet of water mains and 51 service connections.

CIP 409 will consist of waterline replacement on A, B and D Streets between 7th and 9th Streets, 8th Street between E Street and D Street, and 9th Street between East Avenue and D Street. This project area will replace approximately 4,550 linear feet of water mains and 69 service connections. The project will also reconstruct A, B, C, and D Streets from 7th Street to 9th Street.

The City currently has \$744,000 of unspent bond proceeds that are required to be spent within the former Redevelopment Project Area and as a part of the current refinancing, these funds are required to be allocated within the next year. A portion of the proposed project is within the Project Area, and is anticipated to have water capital replacement expenditures that are greater than the \$744,000 and can be expensed within the next year. The allocation of the unspent bond proceeds to this project will allow the transfer of funds from the Water Capital Replacement Fund 711 to the Capital Project Fund 540 in the amount of \$744,000.



CONCLUSION:

(1) Adopt a resolution allocating \$1,040,000 from the unencumbered balance of Fund 711 – Water Capital Replacement Fund to CIP 135 – Annual Waterline Replacement Project. (2) Adopt a resolution creating CIP 409 – A – D Waterline Replacement and Street Reclamation Project. (3) Adopt a resolution allocating the unspent bond proceeds from 2004A TAB in the amount of \$744,000 (currently in Fund 400) to CIP 409 and exchanging \$744,000 of funds from the Water Capital Replacement Fund 711 to Capital Replacement Fund 540.

ALTERNATIVES:

The City Council may take the following action:

1. Decline to adopt the proposed resolutions.
2. Provide staff with additional direction.

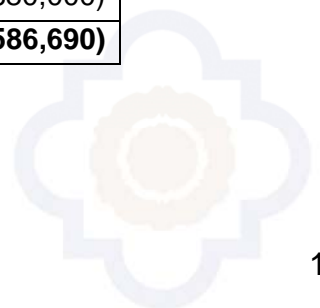
FISCAL IMPACT:

The budget for CIP 135 in FY 2016/17 was adopted in the amount of \$460,000, and \$98,000 was rolled over from FY 15/16. The project expenditures for C Street this year were \$546,690. There is remaining balance of \$11,310.

Approximately \$400,000 of Fund 221 Gas Tax expenses in CIP will be reimbursed by Meadowlands Development as building permits for that project are issued.

CIP – 135: Water Main Replacement

Project Funding FY 2016/17	
Fund 711 Water Capital Replacement (original budget)	\$460,000
Fund 711 (rolled over from FY 15/16)	\$98,000
Fund 711 (requested augmentation)	\$1,040,000
TOTAL PROJECT BUDGET 2016/17	\$1,598,000
Project Budget FY 2016/17	
C Street Construction	(\$502,350)
C Street Construction/Project Management	(\$44,340)
High School Area Project/Construction	(\$811,310)
High School Area Construction Management	(\$160,000)
High School Area Design Engineering	(\$80,000)
TOTAL PROJECT BUDGET FY 2016/17	(\$1,586,690)





CIP – 409: Downtown Waterline and Street Replacement

Project Funding FY 2016/17	
Fund 711 Water Capital Replacement (Requested Augmentation)	\$107,500
Fund 221 Gas Tax (Requested Augmentation)	\$152,500
TOTAL PROJECT FUNDING FY 2016/17	\$260,000
Project Budget FY 2016/17 Engineering	
Design	(\$230,000)
Project Management	(\$30,000)
TOTAL PROJECT BUDGET FY 2016/17	(\$260,000)
Project Funding FY 2017/18	
Fund 711 Water Capital Replacement	\$746,000
Fund 221 Gas Tax	\$1,250,000
Fund 400 2004A TAB	\$744,000
TOTAL PROJECT FUNDING FY 2017/18	\$2,740,000
Project Budget FY 2017/18 Construction	
Project Management	(\$90,000)
Construction Management/Inspection	(\$350,000)
Construction	(\$2,300,000)
TOTAL PROJECT BUDGET FY 2017/18	(\$2,740,000)

CITY MANAGER REVIEW OF CONTENT: MB

APPROVED AS TO LEGAL FORM: LZW

ATTACHMENTS:

Attachment A: CIP 135 Budget Sheet
Attachment B: CIP 409 Budget Sheet



RESOLUTION 2016-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN
ALLOCATING \$1,040,000 FROM UNENCUMBERED BALANCE OF FUND 711 –
WATER CAPITAL REPLACEMENT FUND TO CIP 135 – ANNUAL WATERLINE
REPLACEMENT PROJECT FOR FISCAL YEAR 2016/17

WHEREAS, the budget for fiscal year 2016-17 includes CIP 135 – Annual Waterline Replacement Project; and

WHEREAS, the budget augmentation of \$558,000 was sufficient to fully fund the construction of the Annual Waterline Replacement Project for C Street; and

WHEREAS, there is a critical need to replace additional waterlines on H, I, J, 8th and 9th Streets in the City with work beginning in the current fiscal year; and

WHEREAS, an augmentation of \$1,040,000 from the unencumbered balance of Fund 711 – Water Capital Replacement would provide funding for project design engineering and initial construction to begin during the current fiscal year; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lincoln hereby authorizes an augmentation of \$1,040,000 from the unencumbered balance of Fund 711 – Water Capital Replacement to CIP 135 – Annual Waterline Replacement Project for Fiscal Year 2016/17.

PASSED AND ADOPTED this 13th day of December, 2016:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

Peter Gilbert, Mayor

ATTEST:

Gwen Scanlon, City Clerk

RESOLUTION 2016-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN
CREATING CAPITAL IMPROVEMENT PROJECT (CIP) 409 – A – D STREETS
WATERLINE REPLACEMENT AND STREET RECLAMATION PROJECT AND
ALLOCATING \$107,500 FROM UNENCUMBERED BALANCE OF FUND 711 – WATER
CAPITAL REPLACEMENT FUND AND ALLOCATING \$152,500 FROM
UNENCUMBERED BALANCE OF FUND 221 – STREET FUND GAS TAX TO CIP 409
– DOWNTOWN WATERLINE AND STREET REPLACEMENT PROJECT

WHEREAS, there is a critical need to replace additional waterlines on A, B, D, 8th and 9th streets in the City with preliminary engineering work beginning in the current fiscal year; and

WHEREAS, creation of CIP 409: Waterline and Street Replacement Project would provide funding for project design engineering to begin during the current fiscal year, followed by construction early in Fiscal Year 2017-18; and

WHEREAS, an augmentation of \$107,500 from the unencumbered balance of Fund 711 – Water Capital Replacement Fund would provide funding for the design engineering and project management of the waterline improvements; and

WHEREAS, an augmentation of \$152,500 from the unencumbered balance of Fund 711 – Street Fund Gas Tax would provide funding for the design engineering and project management of the street improvements; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lincoln hereby authorizes creating capital improvement project (CIP) 409 – A – D Streets Waterline Replacement and Street Reclamation Project and allocating \$107,500 from unencumbered balance of Fund 711 – Water Capital Replacement Fund and allocating \$152,500 from unencumbered balance of Fund 221 – Street Fund Gas Tax to CIP 409 – Downtown Waterline and Street Replacement Project.

PASSED AND ADOPTED this 13th day of December, 2016:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

ATTEST:

Peter Gilbert, Mayor

Gwen Scanlon, City Clerk

RESOLUTION 2016-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN
APPROVING THE EXCHANGE OF BOND PROCEEDS FROM THE FORMER
REDEVELOPMENT AGENCY IN THE AMOUNT OF \$744,000 FROM FUND 400 2004A
TAB FOR PORTIONS OF A PROJECT IN CAPITAL IMPROVEMENT PROJECT 409: A
– D STREETS WATERLINE REPLACEMENT & STREET RECLAMATION PROJECT TO
BE EXPENSED IN FISCAL YEAR 2017-18 IN EXCHANGE FOR \$744,000 FROM
FUND 711 WATER CAPITAL REPLACEMENT TO FUND 540 CAPITAL
REPLACEMENT

WHEREAS, the City has a balance of \$744,000 of unspent bond proceeds from the former Redevelopment Agency; and

WHEREAS, the bond proceeds must be expended by December 31, 2017 on projects within the boundaries of the former Redevelopment Project Area; and

WHEREAS, portions of Capital Improvement Project 409 are within the boundaries of the former Redevelopment Project Area; and

WHEREAS, Capital Improvement Project 409 will expend the balance of \$744,000 of unspent bond proceeds from Fund 400 2004A TAB within the boundaries of the former Redevelopment Project Area by December 31, 2017.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lincoln hereby authorizes the exchange of bond proceeds from the former Redevelopment Agency in the amount of \$744,000 for water capital replacement expenses that are part of Capital Improvement Project 409, and are located within the boundaries of the former Redevelopment Agency Project, and authorizes transfer of \$744,000 from the Water Capital Replacement Fund 711 to the Capital Project Fund 540.

PASSED AND ADOPTED this 13th day of December, 2016:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

Peter Gilbert, Mayor

ATTEST:

Gwen Scanlon, City Clerk

Attachment A



Project Title:

Water Main Replacement

Department/Division/Contact

Engineering

Project Duration

Fiscal Year Start = 2016
Fiscal Year End = 2017

Project Location or Request

1) Grid area bound by H Street, Nicolaus Road, J Street, 7th Street

Strategic Goal Relevance

Infrastructure

Legislative/Regulatory; Health & Safety; Council Priority

Prioritization

Depart. Final

Project No.

135

Relevant Graphic Detail



Project Description/Business Justification

Replace old and deteriorated water pipelines and fire hydrants that provide inadequate fire flows and water pressure. Repair or replace various sized water valves. Replace water laterals that have a history of leaking. Reconstruction of the roadways by a full depth reclamation of the entire roadway structural section.

Project's Return on Investment

The return on the investment will depend on the location of the project and the condition of the water line. Factors that will impact the calculation include number of service calls to the project area, savings in water use due to reduction in leaks which relates to lower production and treatment cost.

Operating Cost Impacts of Project/Request

Operating cost would decrease with the new assets installed.

Project's Impact on Other Departments

It is anticipated the project will provide a benefit to the Public Services department due to the decrease in maintenance/repair time. It will also provide a benefit to the public's safety by providing adequate fire flows.

Project Linkages/Synergies

Project is linked to the Pavement Management Plan and Water Master Plan. The project will also be coordinated with the Sewer Master Plan in order to address utility deficiencies before resurfacing the roadways.

Strength of Projection(s) & Detail

☐ Bid Numbers ☒ Engineer's Estimate ☐ Quote ☐ Best Judgment ☐ Guesstimate/#ers Rolled Forward

CAPITAL COSTS

Expenditures	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	Future Years	Total
Project/Const. Management		\$ 160,000					\$ 160,000
Design/Engineering		\$ 80,000					\$ 80,000
Permitting							\$ -
Land/ROW/Acquisition							\$ -
Construction		\$ 800,000					\$ 800,000
Equipment							\$ -
Other (Specify)							\$ -
Total Expenditures	\$ -	\$ 1,040,000	\$ -	\$ -	\$ -	\$ -	\$ 1,040,000

Funding Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	Future Years	Total
Fund: 711	\$ -	\$ 1,040,000					\$ 1,040,000
Fund: 221	\$ -						\$ -
Fund:							\$ -
Fund:							\$ -
Fund:							\$ -
Total Funding Sources	\$ -	\$ 1,040,000	\$ -	\$ -	\$ -	\$ -	\$ 1,040,000

OPERATING COSTS

Expenditures	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	Future Years	Total
On-Going Operations							\$ -
Maintenance							\$ -
Personnel Costs							\$ -
Other (Specify)							\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Funding Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	Future Years	Total
Fund:							\$ -
Fund:							\$ -
Fund:							\$ -
Total Funding Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Capital &/or Operating Costs Detail (if Necessary)

--

Attachment B



Project Title:

Downtown Waterline & Street Replacement

Department/Division/Contact

Engineering

Project Duration

Fiscal Year Start = 7/1/16
Fiscal Year End = 6/31/2017

Project Location or Request

Waterline Replacement: A Street, B Street, D Street, 9th Street, 8th Street Full Depth Reclamation Street Improvements: A Street, B Street, C Street, D Street

Strategic Goal Relevance

Infrastructure

Legislative/Regulatory; Health & Safety; Council Priority

Health & Safety

Prioritization

Depart. Final

Project No.

CIP 408

Relevant Graphic Detail



Project Description/Business Justification

Replace old and deteriorated water pipelines and fire hydrants that provide inadequate fire flows and water pressure. Repair or replace various sized water valves. Replace water laterals that have a history of leaking.

Operating Cost Impacts of Project/Request

Operating cost would decrease with the new assets installed.

Project's Impact on Other Departments

It is anticipated the project will provide a benefit to the Public Services department due to the decrease in maintenance/repair time. It will also provide a benefit to the public's safety by providing adequate fire flows.

Project Linkages/Synergies

Project is linked to the Pavement Management Plan and Water Master Plan. The project will also be coordinated with the Sewer Master Plan in order to address utility deficiencies before resurfacing the roadways.

Strength of Projection(s) & Detail

☐ Bid Numbers ☐ Engineer's Estimate ☐ Quote ☒ Best Judgment ☐ Guesstimate/#ers Rolled Forward

CAPITAL COSTS

Expenditures	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	Future Years	Total
Project/Const. Management		\$ 30,000	\$ 440,000				\$ 470,000
Design/Engineering		\$ 230,000					\$ 230,000
Permitting							\$ -
Land/ROW/Acquisition							\$ -
Construction			\$ 2,300,000				\$ 2,300,000
Equipment							\$ -
Other (Specify)							\$ -
Total Expenditures	\$ -	\$ 260,000	\$ 2,740,000	\$ -	\$ -	\$ -	\$ 3,000,000

Funding Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	Future Years	Total
Fund: 711	\$ -	\$ 107,500	\$ 1,127,500				\$ 1,235,000
Fund: 221	\$ -	\$ 152,500	\$ 1,612,500				\$ 1,765,000
Fund:							\$ -
Fund:							\$ -
Fund:							\$ -
Total Funding Sources	\$ -	\$ 260,000	\$ 2,740,000	\$ -	\$ -	\$ -	\$ 3,000,000

OPERATING COSTS

Expenditures	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	Future Years	Total
On-Going Operations							\$ -
Maintenance							\$ -
Personnel Costs							\$ -
Other (Specify)							\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Funding Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	Future Years	Total
Fund:							\$ -
Fund:							\$ -
Fund:							\$ -
Total Funding Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Capital &/or Operating Costs Detail (If Necessary)

Operating costs will be reduced depending on the severity of the existing waterline to be replaced.



10E

CITY COUNCIL REPORT

SUBJECT: Nelson Lane Bridge Project – Right of Way Purchase and Grant of Easements

SUBMITTED BY: Roland Neufeld, P.E., Associate Civil Engineer

DEPARTMENT: Engineering

DATE: December 13, 2016

STRATEGIC RELEVANCE: Infrastructure

STAFF RECOMMENDATION(S):

Staff recommends City Council authorize the City Manager to sign the necessary escrow documents for the purchase of right of way and the granting of easements required for the Nelson Lane Bridge Project.

BACKGROUND / INTRODUCTION:

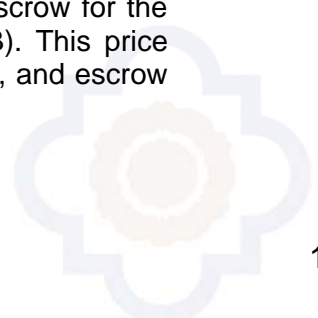
As part of the Nelson Lane Bridge Project a portion of property on the southeast corner of Nelson Lane and Nicolaus Road are required in order to achieve the required right of way width. It was also determined that two easements needed to be granted to the City; one for temporary construction activities and one for ongoing drainage, sewer, water and slope improvements and maintenance (see Attachment A).

City Council approved a negotiated price for acquisition of right of way and easements in closed session on October 8, 2013. Because the property owner, Gill Property Development, LLC, did not execute the deeds for almost three years after negotiations, the negotiated settlement offer was again presented to City Council for confirmation during its closed session meeting held on October 11, 2016. The Agreement for Purchase of Real Property and the Agreement for Consideration of Real Property have been signed by both parties and are included as Attachment C.

In order to finalize escrow, Placer Title Company has requested that the City Manager be granted the authority by resolution to sign the required escrow documents.

FINDINGS/ANALYSIS:

Placer Title Company has estimated that it will cost \$1,770 to complete escrow for the right of way purchase and the granting of easements (see Attachment B). This price includes the cost of title insurance, a preliminary title report, recording fees, and escrow fees.





CONCLUSION:

Staff recommends City Council authorize the City Manager to sign the necessary escrow documents for the purchase of right of way and the granting of easements required for the Nelson Lane Bridge Project.

ALTERNATIVES:

1. Authorize the City Manager to sign the necessary escrow documents for the purchase of right of way and the granting of easements required for the Nelson Lane Bridge Project.
2. Provide staff with additional direction.

FISCAL IMPACT:

Escrow fees and Title Insurance from Placer Title Company will be funded through the Engineering Professional Services Operating Account 223-6830-50400 in the amount of \$1,770. Expenses for right of way services, surveying, and negotiated sales price were funded in prior fiscal years as a part of the Nelson Lane Bridge Replacement Project, and were reimbursed from Federal Highway Administration through Caltrans at a reimbursement rate of 88.53%.

CITY MANAGER REVIEW OF CONTENT: MB

APPROVED AS TO LEGAL FORM: LZW

CONTRACT ACCOUNTABILITY:

Department: Engineering

Staff member: Roland Neufeld, P.E.

ATTACHMENTS:

Attachment A: Temporary Construction Easement Recording Request, Plat and Legal Description, and Drainage, Sewer, Water, and Slope Easement Recording Request, Plat and Legal Description

Attachment B: Placer Title Company Buyer/Borrower Estimated Settlement Statement

Attachment C: Agreement for Purchase of Real Property, Agreement for Consideration of Real Property and Right of Way Plat and Legal Description



RESOLUTION NO. 2016 - 234

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN
AUTHORIZING THE CITY MANAGER TO SIGN THE ESCROW DOCUMENTS FOR
THE PURCHASE OF RIGHT OF WAY AND FOR THE GRANTING OF TWO
EASEMENTS FOR THE NELSON LANE BRIDGE PROJECT**

WHEREAS, a portion of property with APN 021-262-001 on the southeast corner of Nelson Lane and Nicolaus Road are required in order to achieve the required right of way width on Nelson Lane as part of the Nelson Lane Bridge Project; and

WHEREAS, two easements needed to be granted to the City; one for temporary construction activities and one for ongoing drainage, sewer, water and slope improvements and maintenance as part of the Nelson Lane Bridge Project; and

WHEREAS, on October 11, 2016, the City of Lincoln confirmed the negotiated the purchase of property and the granting of the two easements mentioned above with the property owner, Gill Property Development, LLC.

NOW, THEREFORE, BE IT RESOLVED, that the City Manager is authorized to execute the easement deeds for the purchase of right of way and for the granting of two easements mentioned above for the Nelson Lane Bridge Project.

PASSED AND ADOPTED this 13th day of December, 2016:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

Peter Gilbert, Mayor

ATTEST:

Gwen Scanlon, City Clerk

ATTACHMENT A

Project Name: Nelson Lane Bridge

Recording requested by and Return to:

City Clerk

600 Sixth Street

Lincoln, CA 95648

Phone: (916) 434-2461

Attention: Gwen Scanlon

Exempt from Recording Fees – Govt Code 27383

CITY OF LINCOLN
TEMPORARY CONSTRUCTION EASEMENT

Ref: portion of APN 021-262-001

FOR VALUABLE CONSIDERATION, receipt so hereby acknowledged, **Gill Property Development, LLC**, as Grantor, hereby GRANTS to the **City of Lincoln**, a California Municipal Corporation, as Grantee, a temporary construction easement for construction, operation, and installation of the Nelson Lane bridge and roadway improvements in, on, over, across, under, and through the real property situated in the City of Lincoln, County of Placer, State of California described in the legal description **Exhibit A**, and as illustrated in **Exhibit B**, attached hereto and made a part hereof. This easement shall automatically terminate upon completion of construction of the above-described improvements.

Legal description Exhibit A and illustrated in Exhibit B (plat map)
attached hereto and made a part hereof by reference.

Dated this ____ Day of _____, 20____ ,
GRANTOR
Gill Property Development, LLC

Sign Name

ACCEPTED by CITY of LINCOLN

Print Name & Title

Dated this ____ Day of _____

Sign Name

Print Name & Title

Matthew Brower, City Manager
City of Lincoln

See following page for Acknowledgement

**EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT (TCE)
LEGAL DESCRIPTION**

BEING A PORTION OF THAT REAL PROPERTY AS DESCRIBED IN GRANT DEED DOC 2004-0142483, ON FILE IN THE PLACER COUNTY RECORDERS OFFICE, SITUATED IN THE UNINCORPORATED COUNTY OF PLACER, STATE OF CALIFORNIA, ALL IN THE NORTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 12 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

PARCEL "A"

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SECTION 17, MARKED BY A 2" IRON PIPE, FROM WHICH THE NORTHWEST ONE-QUARTER OF SAID SECTION 17, MARKED BY A 2" BRASS DISC, BEARS NORTH 00° 22' 52" WEST, A DISTANCE OF 2657.52 FEET AND FORMS THE BASIS OF BEARNINGS FOR PARCEL A DESCRIPTION, ALSO BEING THE SOUTHWEST CORNER OF SAID GRANT DEED, THENCE, ALONG THE CENTER LINE OF SAID SECTION 17 AND SOUTH LINE OF DEED, NORTH 89°45'18" EAST, A DISTANCE OF 130.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, BEARING A RADIAL LINE OF SOUTH 85°27'09" EAST, ALSO BEING THE **POINT OF BEGINNING FOR PARCEL A**;

THENCE, LEAVING SAID CENTER LINE OF SECTION 17 AND SOUTH LINE OF GRANT DEED, NORTHEASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 5°12'36", A RADIUS OF 2040.00 FEET, AND AN ARC DISTANCE OF 185.50 FEET;

THENCE, NORTH 00°39'45" WEST, A DISTANCE OF 1255.37 FEET;

THENCE, NORTH 89°20'15" EAST, A DISTANCE OF 6.00 FEET;

THENCE, NORTH 00°39'45" WEST, A DISTANCE OF 79.89 FEET;

THENCE, SOUTH 00°39'45" EAST, A DISTANCE OF 1335.30 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, BEARING A RADIAL LINE OF SOUTH 89°20'15" WEST;

THENCE, SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 5°09'48", A RADIUS OF 2060.00 FEET, AND AN ARC DISTANCE OF 185.65 FEET TO A POINT OF INTERSECTION ON THE CENTER OF SECTION LINE OF SAID SECTION 17, ALSO BEING THE SOUTH LINE OF SAID GRANT DEED;

THENCE, SOUTH 89°45'18" WEST, A DISTANCE OF 20.07 FEET TO THE POINT OF BEGINNING OF PARCEL A.

PARCEL A CONTAINING 29,938 SQUARE FEET OR 0.69 ACRES, MORE OR LESS.

PARCEL B

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SECTION 17, MARKED BY A 2" IRON PIPE, FROM WHICH THE NORTHWEST ONE-QUARTER OF SAID SECTION 17,

MARKED BY A 2" BRASS DISC, BEARS NORTH 00° 22'52" WEST, A DISTANCE OF 2657.52 FEET AND FORMS THE BASIS OF BEARNINGS FOR PARCEL B DESCRIPTION, ALSO BEING THE SOUTHWEST CORNER OF SAID GRANT DEED, THENCE, ALONG THE WEST LINE OF SAID SECTION 17 AND WEST LINE OF GRANT DEED, NORTH 00°22'52" WEST, A DISTANCE OF 2657.52 FEET TO SAID NORTHWEST CORNER OF SECTION 17 AND GRANT DEED, THENCE, ALONG THE NORTH LINE OF SAID SECTION 17 AND GRANT DEED, NORTH 89°53'29" EAST, A DISTANCE OF 135.61 FEET, THENCE, LEAVING SAID NORTH LINE OF SECTION 17 AND GRANT DEED, SOUTH 00°06'31" EAST, A DISTANCE OF 25.00 FEET TO THE **POINT OF BEGINNING FOR PARCEL B;**

THENCE, NORTH 89°53'29" EAST, A DISTANCE OF 131.19 FEET;

THENCE, SOUTH 00°38'57" EAST, A DISTANCE OF 639.33 FEET;

THENCE, SOUTH 89°53'29" WEST, A DISTANCE OF 137.96 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, BEARING A RADIAL LINE OF NORTH 86°08'01" EAST ;

THENCE, NORTHEASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 5°31'06", A RADIUS OF 2046.00 FEET, AND AN ARC DISTANCE OF 197.06 FEET;

THENCE, NORTH 09°23'06" WEST, A DISTANCE OF 27.42 FEET;

THENCE, NORTH 05°20'55" WEST, A DISTANCE OF 134.47 FEET;

THENCE, NORTH 04°19'17" WEST, A DISTANCE OF 219.59 FEET;

THENCE, NORTH 29°07'33" EAST, A DISTANCE OF 61.25 FEET;

THENCE, NORTH 89°29'37" EAST, A DISTANCE OF 26.01 FEET;

THENCE, NORTH 00°06'31" WEST, A DISTANCE OF 9.99 FEET TO THE POINT OF BEGINNING OF PARCEL B;

PARCEL B CONTAINING 105,683 SQUARE FEET OR 2.43 ACRES, MORE OR LESS.

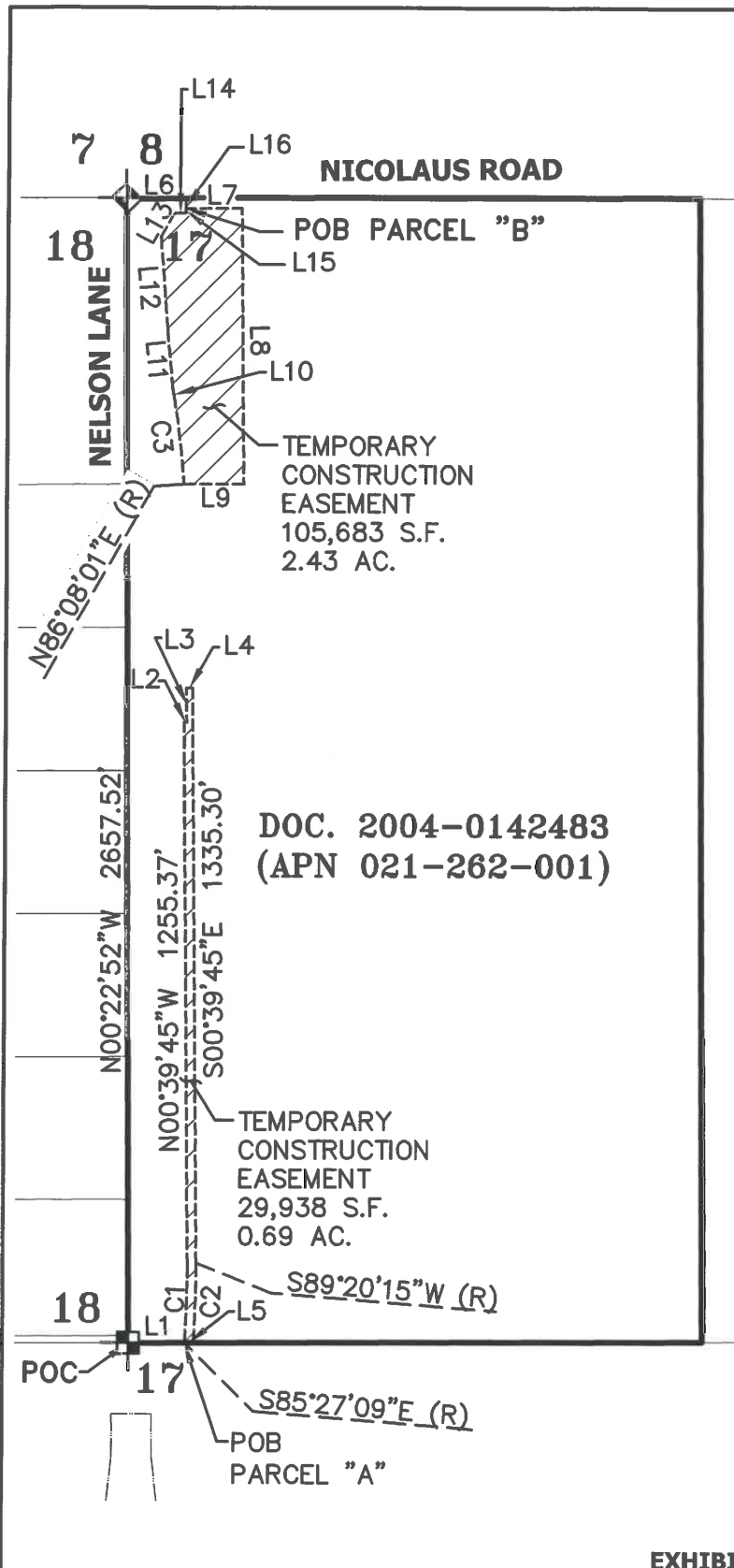
SUBJECT TO: ALL COVENANTS, RIGHTS OF WAY AND EASEMENTS OF RECORD

021-262-001


Christopher D. Johnson, P.L.S. 7576
License Expires 12/31/17

END OF DESCRIPTION

10/13/2016
Date



ABBREVIATIONS

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°45'18"E	130.28
L2	N89°20'15"E	6.00
L3	N00°39'45"W	79.89
L4	N89°09'44"E	14.00
L5	S89°45'18"W	20.07
L6	N89°53'29"E	135.61
L7	N89°53'29"E	131.19
L8	S00°38'57"E	639.33
L9	S89°53'29"W	137.96
L10	N09°23'06"W	27.42
L11	N05°20'55"W	134.47
L12	N04°19'17"W	219.59
L13	N29°07'33"E	61.25
L14	N89°29'37"E	26.01
L15	N00°06'31"W	9.99
L16	S00°06'31"E	25.00

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	5°12'36"	2040.00	185.50
C2	5°09'48"	2060.00	185.65
C3	5°31'06"	2046.00	197.06



2235 Douglas Blvd. Ste. 520 (916) 782-3000 Phone
Roseville, CA 95661 (916) 782-3955 Fax
CIVIL ENGINEERING • PLANNING • SURVEYING

Plat to Accompany Description
TEMPORARY CONSTRUCTION EASEMENT

Nelson Lane

City of Lincoln

County of Placer

California

Date: 10/16/17

Job: 16000

By: GM

Page 1 Of 1

Project Name: Nelson Lane Bridge

Recording requested by and Return to:

City Clerk

600 Sixth Street

Lincoln, CA 95648

Phone: (916) 434-2461

Attention: Gwen Scanlon

Exempt from Recording Fees – Govt Code 27383

CITY OF LINCOLN

DRAINAGE, SEWER, WATER, AND SLOPE EASEMENT

Ref: portion of APN 021-262-001

FOR VALUABLE CONSIDERATION, receipt so hereby acknowledged, **Gill Property Development, LLC**, as Grantor, hereby grants to the **City of Lincoln**, a California Municipal Corporation, as Grantee, an easement situated in the City of Lincoln, County of Placer, State of California bounded and described as follows in **Exhibit A** and **Exhibit B** below for the following purposes:

Drainage purposes and uses appurtenant thereto, including but not limited to the construction, maintenance and replacement of gravity flow or pressure pipe, or open drainage channel, and for protection, maintenance and replacement of storm drainage water quality enhancement facilities together with the right of ingress and egress in, on, over, across, under, and through the land described below;

Sewer purposes and appurtenant thereto, including but not limited to the construction, maintenance and replacement of a gravity or pressure sewer line, together with the right of ingress and egress in, on, over, across, under, and through the land described below;

Waterline purposes and appurtenant thereto, including but not limited to the construction, maintenance and replacement of a water line, together with the right of ingress and egress in, on, over, across, under, and through the land described below;

The privilege and right to extend and maintain excavation and/or embankment slopes and all appurtenances thereto, and also the privilege and right to plant and maintain grass, plants and trees and to place rock riprap or other erosion control improvements on said slopes for the protection and beautification of same together with the right of ingress and egress in, on, over, across, under, and through the land described below;

Legal description Exhibit A and illustrated in Exhibit B (plat map) attached hereto and made a part hereof by reference.

See following page for Signatures

Dated this ____ Day of _____, 20____ ,
GRANTOR
Gill Property Development, LLC

Sign Name

Print Name & Title

Sign Name

Print Name & Title

ACCEPTED by CITY of LINCOLN

Dated this ____ Day of _____

Matthew Brower, City Manager
City of Lincoln

See following page for Acknowledgement

EXHIBIT A
DRAINAGE, SEWER, SLOPE, AND WATER EASEMENT
LEGAL DESCRIPTION

BEING A PORTION OF THAT REAL PROPERTY AS DESCRIBED IN GRANT DEED DOC 2004-0142483, ON FILE IN THE PLACER COUNTY RECORDERS OFFICE, SITUATED IN THE UNINCORPORATED COUNTY OF PLACER, STATE OF CALIFORNIA, ALL IN THE NORTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 12 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SECTION 17, MARKED BY A 2" IRON PIPE, FROM WHICH THE NORTHWEST ONE-QUARTER OF SAID SECTION 17, MARKED BY A 2" BRASS DISC, BEARS NORTH 00° 22'52" WEST, A DISTANCE OF 2657.52 FEET AND FORMS THE BASIS OF BEARNINGS FOR THIS DESCRIPTION, ALSO BEING THE SOUTHWEST CORNER OF SAID GRANT DEED, THENCE, ALONG THE WEST LINE OF SAID SECTION 17 AND GRANT DEED NORTH 00° 22'52" WEST, A DISTANCE OF 1520.25 FEET;

THENCE, LEAVING SAID WEST LINE OF SAID SECTION 17 AND GRANT DEED, NORTH 89°37'08" EAST, A DISTANCE OF 137.23 FEET TO THE **POINT OF BEGINNING** FOR THIS DESCRIPTION,

THENCE, NORTH 00°39'45" WEST, A DISTANCE OF 358.00 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE, NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 3°12'14", A RADIUS OF 2046.00 FEET, AND AN ARC DISTANCE OF 114.41 FEET;

THENCE, NORTH 89°53'29" EAST, A DISTANCE OF 10.00 FEET;

THENCE, SOUTH 20°02'17" EAST, A DISTANCE OF 130.21 FEET;

THENCE, SOUTH 00°39'45" EAST, A DISTANCE OF 349.27 FEET;

THENCE, SOUTH 89°09'44" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

CONTAINING 21,078 SQUARE FEET OR 0.48 ACRES, MORE OR LESS.

SUBJECT TO: ALL COVENANTS, RIGHTS OF WAY AND EASEMENTS OF RECORD

021-262-001

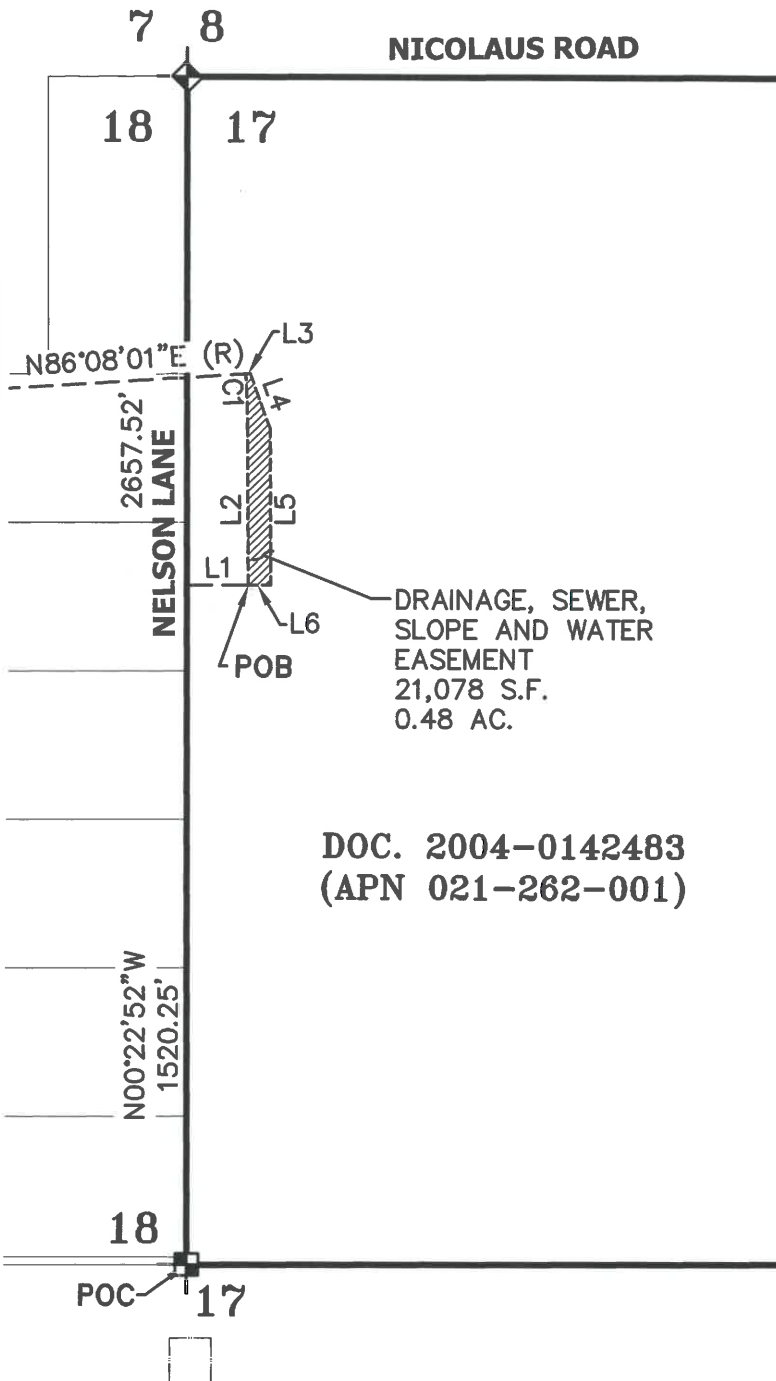
END OF DESCRIPTION



Christopher D. Johnson, P.L.S. 7576
License Expires 12/31/17

10/03/2016

Date



ABBREVIATIONS

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING

LINE TABLE

LINE	BEARING	LENGTH
L1	N89°37'08"E	137.23
L2	N00°39'45"W	358.00
L3	N89°53'29"E	10.00
L4	S20°02'17"E	130.21
L5	S00°39'45"E	349.27
L6	S89°09'44"W	50.00

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	3°12'14"	2046.00	114.41

DOC. 2004-0142483
(APN 021-262-001)



EXHIBIT "B"

1"=400'



2235 Douglas Blvd, Ste. 520 (916) 782-3000 Phone
Roseville, CA 95661 (916) 782-3955 Fax
CIVIL ENGINEERING • PLANNING • SURVEYING

Plat to Accompany Description

DRAINAGE, SEWER, SLOPE AND WATER EASEMENT

Nelson Lane

City of Lincoln

County of Placer

California

Date: 10/03/16

Job: 16000

By: GM

Page 1 Of 1

ATTACHMENT B

Buyer/Borrower Estimated Settlement Statement

Escrow Officer: Tracy Murphy

Escrow No. 110-7744-

Buyer(s)/Borrower(s):
CITY OF LINCOLN

Property: APN: 021-262-001
LINCOLN, CA 95648

[illegible]

Initials: _____

PLACER TITLE COMPANY

Buyer's/Borrower's Estimated Settlement Statement

Estimated Closing Date: 12-02-2016

Continued

Date: 11-23-2016 10:33AM

Escrow Officer: Tracy Murphy

Escrow# 110-7744-

Buyer(s):
CITY OF LINCOLN

Property: APN: 021-262-001
LINCOLN, CA 95648

I/We hereby agree to pay all my proper costs and fees, including any taxes, assessments and liens of public record, and any adjustments thereto, and authorize you to deduct same from funds due me and remit the balance to me at an address designated by the undersigned.

CITY OF LINCOLN

ATTACHMENT C

Project	APN	County	Owner	Location
Nelson Lane Bridge	021-262-001	Placer	Gill Property Development, LLC	Nelson Lane at Nicolaus Road

CITY OF LINCOLN
AGREEMENT FOR PURCHASE OF REAL PROPERTY

This AGREEMENT made and entered into this 12th day of October, 2016, by and between the CITY OF LINCOLN, a municipal corporation of the State of California, hereinafter referred to as "CITY", and GILL PROPERTY DEVELOPMENT, LLC, a California limited liability company, hereinafter referred to as "OWNER".

CITY and OWNERS agree as follows:

1. PURCHASE AND SALE OF PROPERTY

OWNER agrees to sell to CITY and CITY agrees to purchase from OWNER, pursuant to the terms and conditions set forth in this AGREEMENT as follows; a Fee interest in a portion of the property along with a Slope and Drainage Easement and a Temporary Construction Easement (TCE) collectively referred to as "PROPERTY", whereas said PROPERTY is required for construction of the Nelson Lane Improvement Project and such PROPERTY known as Assessors Parcel Number 021-262-001, further described and identified in EXHIBITS "A", "B" and "C", which are attached and made a part hereof.

2. PURCHASE PRICE AND ESCROW

CITY shall pay OWNER the sum of ONE HUNDRED THREE THOUSAND, SEVEN HUNDRED DOLLARS, (\$103,700) "Purchase Price" for the PROPERTY, which the parties agree includes a 338,511 square foot (7.77 acre) Fee interest; a 21,078 square foot (.48 acre) Slope and Drainage Easement and a 138,898 square foot (3.19 acre) Temporary Construction Easement.

Escrow Agent shall deliver the Purchase Price to OWNERS when title to the PROPERTY vests in CITY free and clear of all liens, encumbrances, assessments, easements, leases (recorded and/or unrecorded), and taxes unless otherwise indicated in the Escrow Instructions, attached hereto as Exhibit "D". This transaction shall be handled through an escrow at Placer Title Company, (hereinafter referred to as "Escrow Agent") under Escrow Number 110-7744 (hereinafter referred to as "Escrow") located at 1508 Eureka Road, Roseville, CA 95661.

3. OWNER'S IMPROVEMENTS

It is understood and agreed that the Purchase Price includes compensation by CITY to OWNER for all pre-existing improvements within the Permanent Easement and TCE areas.

4. DELIVERY OF DOCUMENTS/ESCROW

A GRANT DEED, SLOPE AND DRAINAGE EASEMENT and a TCE shall be executed and delivered by OWNER to CITY for the purpose of placing them into escrow. CITY shall not be deemed to have accepted delivery of the Property conveyed until such time as the GRANT and EASEMENT DEEDS are recorded in the Official Records of the County of Placer, California. CITY shall pay all costs to close Escrow, including escrow fees, document preparation fees,

**AGREEMENT FOR PURCHASE OF REAL PROPERTY
CITY OF LINCOLN**

delivery charges and recording fees as may be incurred in this transaction. OWNER affirms that it is the OWNER of the property rights to be transferred by the GRANT DEED, SLOPE AND DRAINAGE EASEMENT and TCE and is empowered to execute the conveyance documents and this Agreement. The TCE will not be recorded.

5. PAYMENT OF MORTGAGE OR DEED OF TRUST

Upon demand by a mortgagee under a mortgage or beneficiary under a deed of trust, recorded against the Property, made in writing to CITY prior to the close of Escrow, CITY may, through Escrow, make payable to the mortgagee or beneficiary entitled thereunder, an amount not to exceed the Purchase Price under this AGREEMENT. If this section is made applicable by the demand above described, then, as a condition to payment to the mortgagee or beneficiary, at the close of Escrow, the mortgagee or beneficiary shall furnish OWNER with good and sufficient receipt showing the monies thus tendered through Escrow credited against the indebtedness secured by said mortgage or deed of trust.

6. POSSESSION

OWNER agrees that CITY or its authorized agents or contractors may enter upon the Property described herein for the purposes of performing activities related to and incidental to the construction of the project, inclusive of the right to remove and dispose of any improvements prior to OWNER receiving the Purchase Price through escrow. Such possession and use of the PROPERTY by CITY will commence on the date of execution of this AGREEMENT, or upon close of escrow, whichever occurs first.

7. RECONSTRUCTION OF OWNER'S REMAINDER PROPERTY

CITY and its authorized agents or contractors are hereby granted permission to enter onto OWNER's Remainder property upon delivery of at least 72-hours prior written notification to OWNERS to reconstruct OWNER's driveways, walkways, lawn and appurtenant areas as necessary to conform same to the street frontage improvements, if affected, including; re-grading and replanting any affected lawn and landscaped areas. The cost of said re-construction of the Remainder shall be borne by CITY, at no expense to OWNER.

8. LEASE WARRANTY

OWNER warrants there are no oral or written leases on any portion of the Property exceeding a period of one month. OWNER further agrees to hold CITY harmless and reimburse CITY for any and all of its losses and expenses occasioned by reason of any lease of said Land by any tenant of OWNER for a period exceeding one month.

9. CITY'S USE AND LIABILITY

CITY shall indemnify, defend, and hold harmless OWNER, their directors, officers, affiliates, agents, and employees from and against any and all claims, demands, actions, losses, liabilities,

----- No Obligation Other Than Those Set Forth Herein Will Be Recognized -----

**AGREEMENT FOR PURCHASE OF REAL PROPERTY
CITY OF LINCOLN**

damages, and costs, including reasonable attorneys' fees caused by CITY's activities allowed by this Agreement except and in proportion to the extent caused by an act or omission of OWNER's or OWNER's agents, representatives, employees, consultants and/or contractors. The foregoing indemnity shall also be inapplicable to any adverse condition or defect on or affecting the Property not caused by CITY or its employees, agents, contractors, or subcontractors but discovered or impacted during their activities; provided, however, that CITY's indemnification obligations shall apply to the extent such adverse condition or defect is exacerbated by CITY's actions.

Furthermore, CITY agrees to release OWNER from all liability arising from CITY exercising its rights under this Agreement. Furthermore, CITY agrees to assume responsibility for any damages to OWNER's Remainder PROPERTY caused by reason of CITY's use of the PROPERTY under this Agreement, and will, at CITY's option, either repair or pay for such damage.

10. HAZARDOUS SUBSTANCES

To the best of Owner's knowledge, during the period of Owner's ownership of the Property, there have been no disposals or releases of hazardous substances on, from, or under the Property. Owner has no knowledge of any disposal or release of hazardous substances, on, from, or under the Property which may have occurred prior to Owner taking title to the Property.

11. SEVERABILITY

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired.

**AGREEMENT FOR PURCHASE OF REAL PROPERTY
CITY OF LINCOLN**

13. PUBLIC PURPOSE

CITY requires the PROPERTY, which is not now appropriated to a public use, for the PROJECT and CITY can acquire the PROPERTY through the exercise of the power of eminent domain. OWNER is compelled to sell and CITY is compelled to acquire the PROPERTY.

14. CITY AND EXECUTION

This AGREEMENT, which shall be valid, only when executed by CITY, constitutes the complete understanding and agreement of the parties hereto and no oral representation shall in any manner vary the terms hereof or be binding.

15. ENTIRE AGREEMENT

This AGREEMENT, which is valid only when executed by CITY, constitutes the complete understanding and agreement of the parties hereto and no oral representation shall in any manner vary the terms hereof, or be binding.

The performance of this AGREEMENT constitutes the entire consideration for the conveyances from OWNER and shall relieve CITY of all further obligation or claim on this account, or on account of the location, grade, or construction of the proposed public improvement and related facilities and/or structures.

CITY or its authorized agents, agree to release OWNER from any liability arising out of the CITY'S operations under this AGREEMENT. Furthermore, CITY agrees to assume responsibility for any damages caused by reason of the CITY'S operations under this AGREEMENT and will, at CITY'S option, either repair or pay for such damage.

This AGREEMENT shall bind the respective heirs, personal representatives, successors, and assigns of the parties.

SIGNATURE PAGE FOLLOWS

----- No Obligation Other Than Those Set Forth Herein Will Be Recognized -----

AGREEMENT FOR PURCHASE OF REAL PROPERTY
CITY OF LINCOLN

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

CITY

By: _____

Matthew Brower

Title: _____

City Manager

Date: _____

10/12/2016

OWNER

GILL PROPERTY DEVELOPMENT, LLC

By: _____

Rajinder Singh Gill

Its: _____

CEO / MANAGING MEMBER

Date: _____

08-25-16

----- No Obligation Other Than Those Set Forth Herein Will Be Recognized -----

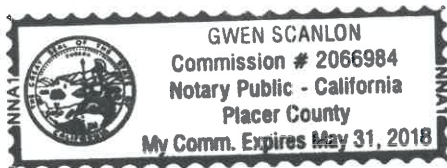
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Placer)
 On October 12, 2016 before me, Gwen Scanlon, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Matthew Brower
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gwen Scanlon
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

APN # 021-262-001
 Title or Type of Document: Gill-Agmt for Purchase of Property Document Date: October 12, 2016
 Number of Pages: 5 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Matthew Brower
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Yuba

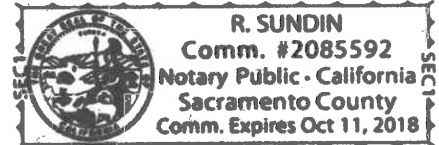
On 8.25.16 before me, R. Sundin
(insert name and title of the officer)

personally appeared Rajinder Singh Gill
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



CITY OF LINCOLN
AGREEMENT FOR CONSIDERATION OF REAL PROPERTY

This AGREEMENT made and entered into this 12th day of October, 2016, by and between the CITY OF LINCOLN, a municipal corporation of the State of California, hereinafter referred to as "CITY", and GILL PROPERTY DEVELOPMENT, LLC, a California limited liability company, hereinafter referred to as "OWNER".

WHEREAS:

A. CITY and OWNER have entered into an Agreement for the Purchase of Real Property on or about 10/12, 2016. This Agreement for Purchase of Real Property dated 10/12, 2016 and all of its terms and provisions shall remain in full force and effect and are incorporated by reference herein.

B. Through the Agreement for Purchase, CITY purchased from OWNER a temporary construction easement and a fee interest in a portion of the real property known as Assessor's Parcel Number 021-262-001 and identified in EXHIBITS A, B and C attached to the Agreement for Purchase ("PROPERTY").

C. CITY and OWNER have additional terms of consideration for the purchase of the PROPERTY, that were not included in the Agreement for Purchase dated 10/12, 2016.

C. The PROPERTY is required for the construction of the CITY'S Nelson Lane Improvement Project.

D. By way of entering into this Agreement, CITY and OWNER do not intend to amend, alter or invalidate any term or provision of the Agreement for Purchase dated 10/12, 2016. If there is any ambiguity, the terms of the Agreement for Purchase dated 10/12, 2016 shall control.

CITY AND OWNER AGREE AS FOLLOWS:

1. ENVIRONMENTAL MITIGATION

For the construction of Nelson Lane, the CITY shall mitigate environmental impacts consisting of vernal pool preservation and creation within PROPERTY. The appropriate regulatory agencies determined area of impact to be 0.1272 acres. The value of the environmental impacts is as follows:

- Vernal pool preservation credits in Placer County \$300,000/acre.
- Vernal pool creation credits in Placer County \$250,000/acre.
- Mitigation ratio 2:1 Preservation, 1:1 Creation.

- $0.1272 \text{ acre} \times 2 = 0.2544 \times \$300,000 = \$76,320.$
- $0.1272 \text{ acre} \times \$250,000 = \$31,800.$
- Total CITY cost and value to Owner = \$108,120.

Said mitigations shall be paid for by CITY at no cost to OWNER and shall be a direct benefit in value to OWNER for mitigation that would otherwise be required of OWNER for any OWNER improvements to PROPERTY.

CITY shall deliver mitigation documentation to OWNERS when title to the PROPERTY vests in CITY free and clear of all liens, encumbrances, assessments, easements, leases (recorded and/or unrecorded), and taxes.

2. CONSTRUCTION OF IMPROVEMENTS

CITY shall construct six (6) storm drain pipe stub outs at various locations spaced along the PROPERTY boundary for OWNERS' future use as shown on Exhibit D. Said improvements shall extend from the proposed Nelson Lane easterly roadside ditch flow line bordering the PROPERTY to a point just beyond the Nelson Lane proposed right of way within the PROPERTY, beyond the proposed boundary fence. Said six (6) improvements at various locations will collectively include and is valued as follows:

- 10 linear feet of 15-inch pipe.
- 10 linear feet of 18-inch pipe.
- 75 linear feet of 24-inch pipe.
- Rock slope protection at the pipe ends within the roadside ditch.
- Pipe blocking at the pipe ends within the PROPERTY and backfilled with pipe marker.
- Total cost of storm drain pipe sub out improvements is \$14,000.

Cost of improvements will be borne by CITY at no cost to OWNER. Construction of said improvements will occur during the construction of the Nelson Lane Project. The City shall maintain the six (6) storm drain pipe stub outs until such time that OWNER makes use of said stub outs at which time OWNER will be responsible for maintaining said improvements.

3. TRAFFIC IMPACT MITIGATION FEES

The CITY will grant to OWNER credit for future CITY assessment of Traffic Impact Fees from OWNER. The value of the Traffic Impact Fee credit from CITY to OWNER is \$60,000. City will extend said credit to owner at such time when CITY levies OWNER for Traffic Impact Fees.

5. SEVERABILITY

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired.

6. CITY AND EXECUTION

This AGREEMENT shall be valid only when executed by CITY.

7. INTEGRATION

This AGREEMENT in addition to the Agreement for Purchase dated 10/12, 2016 which is incorporated by reference, constitutes the complete understanding and agreement of the parties hereto, and no oral representation shall in any manner vary the terms hereof or be binding.

8. PERFORMANCE

The performance of this AGREEMENT and the Agreement for Purchase dated 10/12, 2016 constitutes the entire consideration for the conveyances from OWNER and shall relieve CITY of all further obligation or claim on this account, or on account of the location, grade, or construction of the proposed public improvement and related facilities and/or structures.

This AGREEMENT shall bind the respective heirs, personal representatives, successors, and assigns of the parties.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

CITY

OWNER

GILL PROPERTY DEVELOPMENT, LLC

By: 

Matthew Brower

Title: City Manager

By: 

Rajinder Singh Gill

Its: CEO / MANAGING MEMBER

Date: 10/12/16

Date: 08-25-16

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

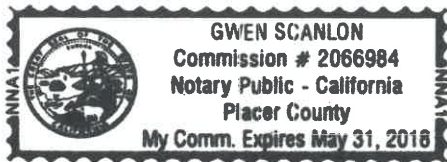
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Placer)
 On October 12, 2016 before me, Gwen Scanlon, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Matthew Brower
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Gwen Scanlon
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

APN # 021-262-001
 Title or Type of Document: Gill-Agmt for Consideration of Property Document Date: October 12, 2016
 Number of Pages: 4 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Matthew Brower
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Yuba

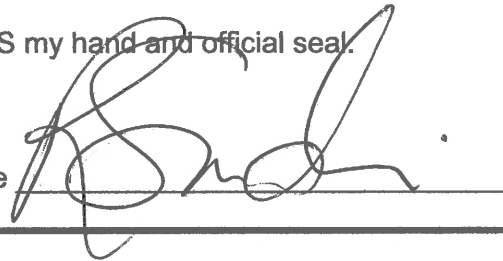
On 8-25-16 before me, R Sundin
(insert name and title of the officer)

personally appeared Rajinder Singh Gill
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

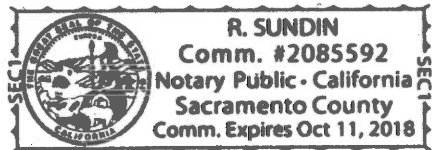
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



RECORDING REQUESTED BY

PLACER TITLE COMPANY

Escrow Number: 110-7744-TM

AND WHEN RECORDED MAIL TO

CITY OF LINCOLN

A.P.N.:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$0.00 City Transfer Tax: \$0.00

(X) Unincorporated Area () City of LINCOLN

(X) computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **GILL PROPERTY DEVELOPMENT, LLC , A CALIFORNIA LIMITED LIABILITY COMPANY**

Hereby GRANT(S) to **CITY OF LINCOLN**

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR FULL LEGAL DESCRIPTION

Dated: December 05, 2016

GILL PROPERTY DEVELOPMENT, LLC

By: _____

Rajinder S. Gill, Operating Manager

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name

Street Address

City & State

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____ before me, _____, Notary Public,
personally appeared _____

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____
Commission Expiration Date: _____

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name Street Address City & State

EXHIBIT A
LEGAL DESCRIPTION

BEING A PORTION OF THAT REAL PROPERTY AS DESCRIBED IN GRANT DEED DOC 2004-0142483, ON FILE IN THE PLACER COUNTY RECORDERS OFFICE, SITUATED IN THE UNINCORPORATED COUNTY OF PLACER, STATE OF CALIFORNIA, ALL IN THE NORTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 12 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE WEST ONE-QUARTER CORNER OF SECTION 17, MARKED BY A 2" IRON PIPE, FROM WHICH THE NORTHWEST ONE-QUARTER OF SAID SECTION 17, MARKED BY A 2" BRASS DISC, BEARS NORTH 00° 22'52" WEST, A DISTANCE OF 2657.52 FEET AND FORMS THE BASIS OF BEARNINGS FOR THIS DESCRIPTION, ALSO BEING THE SOUTHWEST CORNER OF SAID GRANT DEED, THENCE, ALONG THE WEST LINE OF SAID SECTION 17 AND GRANT DEED NORTH 00° 22'52" WEST, A DISTANCE OF 2657.52 FEET TO SAID NORTHWEST ONE-QUARTER OF SECTION 17;

THENCE, LEAVING SAID WEST LINE OF SAID SECTION 17 AND GRANT DEED, EASTERLY ALONG THE NORTH SECTION LINE OF SAID SECTION 17 AND SAID GRANT DEED NORTH 89°53'29" EAST, A DISTANCE OF 135.61 FEET,

THENCE, LEAVING SAID NORTH SECTION LINE AND GRANT DEED LINE, SOUTH 00°06'31" EAST, A DISTANCE OF 34.99 FEET;

THENCE, SOUTH 89°29'37" WEST, A DISTANCE OF 26.01 FEET;

THENCE, SOUTH 29°07'33" WEST, A DISTANCE OF 61.25 FEET;

THENCE, SOUTH 04°19'17" EAST, A DISTANCE OF 219.59 FEET;

THENCE, SOUTH 05°20'55" EAST, A DISTANCE OF 134.47 FEET;

THENCE, SOUTH 09°23'06" EAST, A DISTANCE OF 27.42 FEET, TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, BEARING A RADIAL LINE OF SOUTH 80°36'54 WEST;

THENCE, SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 8°43'21", A RADIUS OF 2046.00 FEET, AND AN ARC DISTANCE OF 311.47 FEET;

THENCE, SOUTH 00°39'45" EAST, A DISTANCE OF 437.89 FEET;

THENCE, SOUTH 89°20'15" WEST, A DISTANCE OF 6.00 FEET;

THENCE, SOUTH 00°39'45" EAST, A DISTANCE OF 1255.37 FEET, TO THE

BEGINNING OF A TANGENT CURVE TO THE RIGHT, BEARING A RADIAL LINE OF SOUTH 89°20'15" WEST;

THENCE, SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 5°12'36", A RADIUS OF 2040.00 FEET, AND AN ARC DISTANCE OF 185.50 FEET TO A POINT OF INTERSECTION ON THE CENTER OF SECTION LINE OF SAID SECTION 17, ALSO BEING THE SOUTH LINE OF SAID GRANT DEED;

THENCE, WESTERLY ALONG SAID CENTER OF SECTION 17 AND GRANT DEED, SOUTH 89°45'18" WEST, A DISTANCE OF 130.28 FEET, TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

CONTAINING 338,511 SQUARE FEET OR 7.77 ACRES, MORE OR LESS.

SUBJECT TO: ALL COVENANTS, RIGHTS OF WAY AND EASEMENTS OF RECORD

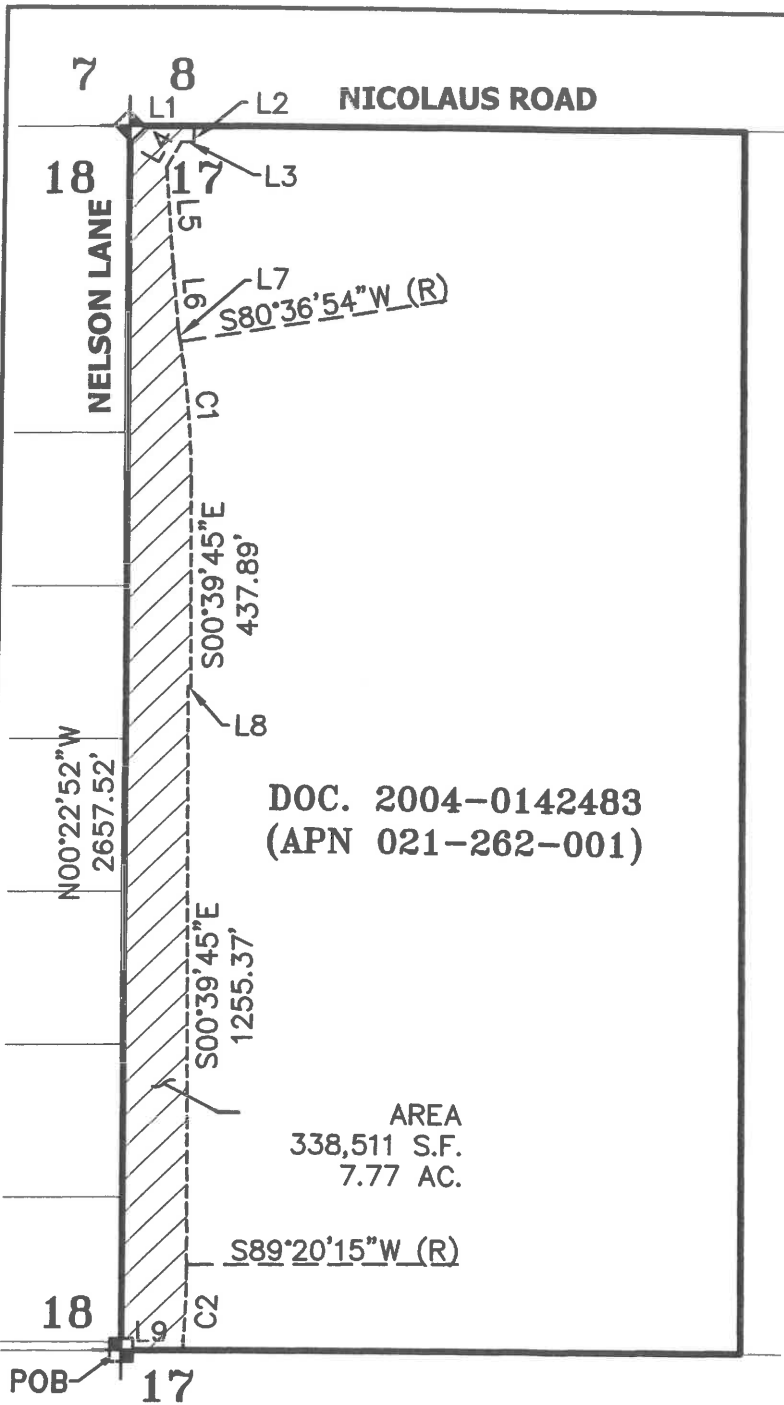
021-262-001

END OF DESCRIPTION



Christopher D. Johnson, P.L.S. 7576
License Expires 12/31/17

10/03/2014
Date



ABBREVIATIONS

POB POINT OF BEGINNING

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°53'29"E	135.61
L2	S00°06'31"E	34.99
L3	S89°29'37"W	26.01
L4	S29°07'33"W	61.25
L5	S04°19'17"E	219.59
L6	S05°20'55"E	134.47
L7	S09°23'06"E	27.42
L8	S00°39'45"E	437.89
L9	S89°45'18"W	130.28

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	8°43'21"	2046.00	311.47
C2	5°12'36"	2040.00	185.50



EXHIBIT "B"

1"=400'



2235 Douglas Blvd. Ste. 520 (916) 782-3000 Phone
Roseville, CA 95661 (916) 782-3955 Fax
CIVIL ENGINEERING • PLANNING • SURVEYING

Plat to Accompany Description

EXHIBIT

Nelson Lane

City of Lincoln

County of Placer

California

Date 10/03/16

Job: 16000

By: GM

Page 1 Of 1



10F

CITY COUNCIL REPORT

SUBJECT: Second reading and adoption of Ordinance 929B amending Lincoln Municipal Code Section 18.06.010; Ordinance 930B enacting Chapter 18.31 PUB – Public Uses; and Ordinance 931B enacting Chapter 18.33 P – Parks.

SUBMITTED BY: Robert Poetsch, Associate Planner

DEPARTMENT: Community Development

MEETING DATE: December 13, 2016

**STRATEGIC
RELEVANCE:** Organizational Efficiency

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt Ordinance 929B amending Lincoln Municipal Code Section 18.06.010; Ordinance 930B enacting Chapter 18.31 PUB – Public Uses; and Ordinance 931B enacting Chapter 18.33 P – Parks.

BACKGROUND:

At the November 15, 2016 City Council meeting, the City Council introduced and waived the first reading of Ordinance 929B amending Lincoln Municipal Code Section 18.06.010 establishing PUB – Public Uses and P – Parks as two new land uses; Ordinance 930B enacting Chapter 18.31 PUB – Public Uses; and Ordinance 931B enacting Chapter 18.33 P – Parks, to ensure consistency with the City's General Plan.

Staff is looking to make the General Plan and Zoning Ordinance consistent by adding Public Uses and Parks into the Zoning Ordinance. Two new chapters would need to be added to the Zoning Ordinance. At the November 15, 2016 meeting, the Council approved the proposed amendments and two new chapters with no changes to the proposed language.

ENVIRONMENTAL REVIEW:

The proposed ordinance is exempt from the California Environmental Quality Act (Pub. Resources Code section 21000 et seq., "CEQA") pursuant to Public Resources Code section 21065, CEQA Guidelines section 15060(c)(2) – because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, and CEQA Guidelines section 15061(b)(3) because there is no possibility that the activity in question may have a significant effect on the environment.

CONCLUSION:

It is recommended that the City Council adopt Ordinance 929B (second read) amending Lincoln Municipal Code Section 18.06.010; Ordinance 930B (second read) enacting Chapter 18.31 PUB – Public Uses; and Ordinance 931B (second read) enacting Chapter 18.33 P – Parks.

FISCAL IMPACT:

There is no anticipated fiscal impact.

LEGAL REVIEW: LZW



ATTACHMENTS:

Ordinance 929B

Ordinance 930B

Ordinance 931B

CITY COUNCIL

ORDINANCE NO. 929B

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINCOLN, CALIFORNIA, AMENDING LINCOLN MUNICIPAL CODE SECTION 18.06.010, AND FINDING THIS PROJECT IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, Section 1.01.050 of the Lincoln Municipal Code provides for amendments to the Lincoln Municipal Code by the City council; and,

WHEREAS, Title 18, Chapter 18.92, of the Lincoln Municipal Code provides for the amendment of the Title by changing the text whenever the public necessity, convenience, or general welfare requires such amendment; and,

WHEREAS, a public notice describing the proposed amendment to the Lincoln Zoning Ordinance relative to Title 18 was published in the Lincoln News Messenger, a newspaper of general circulation, in accordance with section 6061 of the California Government Code; and,

WHEREAS, the Planning Commission of the City of Lincoln held a duly noticed special public hearing on October 26, 2016, and after considering the request, staff's analysis, and public input, voted to recommend that the City Council amend the City's Zoning Ordinance; and,

WHEREAS, the City Council of the City of Lincoln held a duly noticed first reading public hearing on November 15, 2016, and after considering the request, staff's analysis, and public input, voted to amend Lincoln Zoning Ordinance.

NOW, THEREFORE, the City Council of the City of Lincoln does hereby find that there is a public necessity to amend the zoning ordinance to address the following:

Section 1. Section 18.06.010 Zoning Districts Listed

The zoning districts are as follows:

PUB – Public Uses; and,

P – Parks

Section 2. Pursuant to Section 1.6 of the City of Lincoln's Environmental Guidelines, the City of Lincoln's Community Development Director has reviewed the new language, and determined that it is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the CEQA Guidelines; which, provides under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, and a Notice of Exemption will be recorded with the project.

Section 3. No Mandatory Duty of Care: This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 4. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 5. Savings Clause. The provisions of this ordinance shall not affect or impair an act done or right vested or approved or any proceeding, suit or prosecution had or commenced in any cause before such repeal shall take effect; but every such act done, or right vested or accrued, or proceeding, suit or prosecution shall remain in full force and affect to all intents and purposes as if such ordinance or part thereof so repealed had remained in force. No offense committed and no liability, penalty or forfeiture, either civilly or criminally incurred prior to the time when any such ordinance or part thereof shall be repealed or altered by said Code shall be discharged or affected by such repeal or alteration; but prosecutions and suits for such offenses, liabilities, penalties or forfeitures shall be instituted and proceeded with in all respects as if such prior ordinance or part thereof had not been repealed or altered.

Section 6. This ordinance shall take effect thirty (30) days after its passage. Within fifteen (15) days of its passage, this ordinance shall be published once in the *Lincoln News Messenger*, a newspaper of general circulation within the City. In lieu of publication of the full text of this ordinance within fifteen (15) days after its passage, a summary of this ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council and a certified copy shall be posted in the office of the City Clerk, pursuant to Government Code Section 36933(c)(1).

PASSED AND ADOPTED THIS 13th day of December, 2016, by the following roll call vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ATTEST:

Peter Gilbert, Mayor

Gwen Scanlon, City Clerk

CITY COUNCIL

ORDINANCE NO. 930B

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINCOLN, CALIFORNIA,
ENACTING CHAPTER 18.31 – PUB – PUBLIC USES, AND FINDING THIS PROJECT IS
EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, Section 1.01.050 of the Lincoln Municipal Code provides for amendments to the Lincoln Municipal Code by the City council; and,

WHEREAS, Title 18, Chapter 18.92, of the Lincoln Municipal Code provides for the amendment of the Title by changing the text whenever the public necessity, convenience, or general welfare requires such amendment; and,

WHEREAS, a public notice describing the proposed amendment to the Lincoln Zoning Ordinance relative to Title 18 was published in the Lincoln News Messenger, a newspaper of general circulation, in accordance with section 6061 of the California Government Code; and,

WHEREAS, the Planning Commission of the City of Lincoln held a duly noticed special public hearing on October 26, 2016, and after considering the request, staff's analysis, and public input, voted to recommend that the City Council amend the City's Zoning Ordinance; and,

WHEREAS, the City Council of the City of Lincoln held a duly noticed first reading public hearing on November 15, 2016, and after considering the request, staff's analysis, and public input, voted to amend Lincoln Zoning Ordinance.

NOW, THEREFORE, the City Council of the City of Lincoln does hereby find that there is a public necessity to amend the zoning ordinance to address the following:

Section 1. Enacting Section 18.31 – PUB – Public Uses as follows:

18.31 PUB – PUBLIC DISTRICT

18.31.010 Purpose and Intent

The purpose of this designation is to provide areas for public and quasi-public facilities for educational facilities, public buildings, cultural and institutional uses, general government operations, utility and public services, and facilities that serve the general public.

18.31.020 Permitted Uses

The following uses are permitted in the PUB district:

- (1) City-owned facilities, including wastewater treatment and reclamation facilities, community centers, libraries, police and/or fire stations, trail systems, open space areas, and stormwater drainage facilities;**
- (2) Uses and facilities, whether constructed publicly or privately, developed on city-owned land and intended for a purpose found by the city to be in the public interest;**
- (3) Corporation yards, including storage of materials, and repair of equipment and vehicles operated by governmental entities;**

- (4) County, state, and federally owned facilities;**
- (5) Public schools;**
- (6) Creation or preservation of wetland facility;**
- (7) Community water storage, wells and associated facilities;**
- (8) Solar energy facility (as outlined in Chapter 15).**

18.31.030 Conditional Uses

The following uses are permitted in the PUB district subject to the issuance of a conditional use permit by the Planning Commission:

- (1) Wind power production;**
- (2) Telecommunications facility per LMC Chapter 18.41;**
- (3) Electrical substation;**
- (4) Other uses, not listed under 18.31.020 or 18.31.030, which in the opinion of the Community Development Director are of a similar and compatible nature to those uses described in this section.**

18.31.040 Building Setbacks

Front: 20 feet

Side: 20 feet

Rear: 20 feet

From adjacent residential zoning: 50 feet

18.31.050 Building Height Regulation

(1) 35-feet

(2) Water tank height shall be determined based upon capacity and hydrology conditions

18.31.060 Lot Area

Minimum of one-half-acre

18.31.070 Lot Width

100 feet minimum

18.31.080 Lot Depth

100 feet minimum

18.31.090 Design Review

- (1) New construction requires Design Review approval. The City Council may determine that City Council review may be substituted for Design Review for projects of community-wide or regional significance provided the City Council determines a) expedited review is required to accommodate City objectives; and b) the project will not have a significant visual impact.**
- (2) Remodel/addition to an Existing Building requires Design Review approval unless the Community Development Director determines a) the design of the remodel or addition is consistent with the design of the primary structure; and b) the remodel or addition will not have a significant visual impact.**

18.31.100 Lighting

- (1) Light fixture heights should not exceed twelve feet when adjacent to residential uses. No ground mounted light fixture shall exceed twenty-five feet in height.**
- (2) All lighting shall be directed downward so that there will be no glare which will cause unreasonable annoyance to occupants of such property, or otherwise interfere with the public health, safety, or welfare.**

Section 2. Pursuant to Section 1.6 of the City of Lincoln's Environmental Guidelines, the City of Lincoln's Community Development Director has reviewed the new language, and determined that it is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the CEQA Guidelines; which, provides under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, and a Notice of Exemption will be recorded with the project.

Section 3. No Mandatory Duty of Care: This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 4. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 5. Savings Clause. The provisions of this ordinance shall not affect or impair an act done or right vested or approved or any proceeding, suit or prosecution had or commenced in any cause before such repeal shall take affect; but every such act done, or right vested or accrued, or proceeding, suit or prosecution shall remain in full force and affect to all intents and purposes as if such ordinance or part thereof so repealed had remained in force. No offense committed and no liability, penalty or forfeiture, either civilly or criminally incurred prior to the time when any such ordinance or part thereof shall be repealed or altered by said Code shall be discharged or affected by such repeal or alteration; but prosecutions and suits for such offenses, liabilities, penalties or forfeitures shall be instituted and proceeded with in all respects as if such prior ordinance or part thereof had not been repealed or altered.

Section 6. This ordinance shall take effect thirty (30) days after its passage. Within fifteen (15) days of its passage, this ordinance shall be published once in the *Lincoln News Messenger*, a newspaper of general circulation within the City. In lieu of publication of the full text of this ordinance within fifteen (15) days after its passage, a summary of this ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council and a certified copy shall be posted in the office of the City Clerk, pursuant to Government Code Section 36933(c)(1).

PASSED AND ADOPTED THIS 13th day of December, 2016, by the following roll call vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ATTEST:

Peter Gilbert, Mayor

Gwen Scanlon, City Clerk

ORDINANCE NO. 931B

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINCOLN, CALIFORNIA,
ENACTING CHAPTER 18.33 – P – PARKS, AND FINDING THIS PROJECT IS EXEMPT
FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, Section 1.01.050 of the Lincoln Municipal Code provides for amendments to the Lincoln Municipal Code by the City council; and,

WHEREAS, Title 18, Chapter 18.92, of the Lincoln Municipal Code provides for the amendment of the Title by changing the text whenever the public necessity, convenience, or general welfare requires such amendment; and,

WHEREAS, a public notice describing the proposed amendment to the Lincoln Zoning Ordinance relative to Title 18 was published in the Lincoln News Messenger, a newspaper of general circulation, in accordance with section 6061 of the California Government Code; and,

WHEREAS, the Planning Commission of the City of Lincoln held a duly noticed special public hearing on October 26, 2016, and after considering the request, staff's analysis, and public input, voted to recommend that the City Council amend the City's Zoning Ordinance; and,

WHEREAS, the City Council of the City of Lincoln held a duly noticed first reading public hearing on November 15, 2016, and after considering the request, staff's analysis, and public input, voted to amend Lincoln Zoning Ordinance.

NOW, THEREFORE, the City Council of the City of Lincoln does hereby find that there is a public necessity to amend the zoning ordinance to address the following:

Section 1. Enacting Section 18.33 – P – Parks as follows:

18.33 P – Parks

18.33.010 Purpose and Intent

The purpose of this designation is to preserve lands for park and recreational purposes to protect the physical, social, recreational, aesthetic, and economic resources of the City. The park district may be applied to public and private recreation facilities and is intended to be applied to larger parks especially community wide facilities, but may also be applied to smaller neighborhood facilities when it is important, due to the planned facilities or natural features, to designate the site for park uses.

18.33.020 Permitted Uses

The following uses are permitted in the Park district:

- (1) Parks;
- (2) Community Center;
- (3) Community activities;
- (4) Sports fields;
- (5) Hard courts;
- (6) Playgrounds;
- (7) Swimming pool/aquatics center;
- (8) Public buildings.

18.33.030 Conditional Uses

The following uses are permitted in the Park district subject to the issuance of a conditional use permit by the Planning Commission:

- (1) Golf Course;**
- (2) Equestrian facility;**
- (3) Farmers Market;**
- (4) Private fitness classes;**
- (5) Telecommunications facility per LMC Chapter 18.41;**
- (6) Commercial uses accessory to a permitted or conditional use, such as refreshment stands, restaurants, sports equipment rental and sales (including alcohol sales);**
- (7) Other uses, not listed under 18.33.020 or 18.33.030, which in the opinion of the Community Development Director are of a similar and compatible nature to those uses described in this section.**

18.33.040 Building Setbacks

Front: 20 feet

Side: 20 feet

Rear: 20 feet

From adjacent residential zoning: 50 feet

18.33.050 Building Height Regulation

35-feet

18.33.060 Lot Area

Minimum of one-acre

18.33.070 Lot Width

100 feet minimum

18.33.080 Lot Depth

100 feet minimum

18.33.090 Design Review

- (1) New construction requires Design Review approval. The City Council may determine that City Council review may be substituted for Design Review for projects of community-wide or regional significance provided the City Council determines a) expedited review is required to accommodate City objectives; and b) the project will not have a significant visual impact.**
- (2) Remodel/addition to an Existing Building requires Design Review approval unless the Community Development Director determines a) the design of the remodel or addition is consistent with the primary structure; and b) the remodel or addition will not have a significant visual impact.**

Section 2. Pursuant to Section 1.6 of the City of Lincoln's Environmental Guidelines, the City of Lincoln's Community Development Director has reviewed the new language, and determined that it is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the CEQA Guidelines; which, provides under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and where it can be seen with certainty that there is no possibility

that the activity in question may have a significant effect on the environment, and a Notice of Exemption will be recorded with the project.

Section 3. No Mandatory Duty of Care: This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 4. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 5. Savings Clause. The provisions of this ordinance shall not affect or impair an act done or right vested or approved or any proceeding, suit or prosecution had or commenced in any cause before such repeal shall take effect; but every such act done, or right vested or accrued, or proceeding, suit or prosecution shall remain in full force and affect to all intents and purposes as if such ordinance or part thereof so repealed had remained in force. No offense committed and no liability, penalty or forfeiture, either civilly or criminally incurred prior to the time when any such ordinance or part thereof shall be repealed or altered by said Code shall be discharged or affected by such repeal or alteration; but prosecutions and suits for such offenses, liabilities, penalties or forfeitures shall be instituted and proceeded with in all respects as if such prior ordinance or part thereof had not been repealed or altered.

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PASSED AND ADOPTED THIS 13th day of December, 2016, by the following roll call vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Peter Gilbert, Mayor

ATTEST:

Gwen Scanlon, City Clerk



10G

CITY COUNCIL REPORT

SUBJECT: Master Fee Schedule change regarding the Library Willow Room

SUBMITTED BY: Kathryn Hunt, Library Manager

DEPARTMENT: Library

DATE: December 13, 2016

STRATEGIC RELEVANCE: N/A – Necessary Administrative Action

STAFF RECOMMENDATION(S):

Staff recommends that Council approve Resolution 2016-XX to amend the Master Fee Schedule, adding an additional rental fee pricing tier of at least \$15.00/hour to the Willow Room rental fee schedule

BACKGROUND / INTRODUCTION:

At the November 15, 2016 City Council meeting, staff presented an item detailing the cost breakdown for the long-term use of the Library's Willow Community Room by the non-profit organization Seniors First. Staff found that, in the case of long-term contracts by reliable and self-reliant renters, the City saw substantial savings in costs associated with processing and administering these rentals in comparison with short-term rentals.

Staff believes that it is in the best interest of the library and the City to encourage long-term rental contracts for library facilities. These contracts ensure that library facilities are being used to support the community, secure reliable revenue for the maintenance of the rooms, and maximize the investment of staff time spent in processing and administering these programs. By passing the savings realized through long-term contracts onto the renting organizations, the Willow Community Room will remain an attractive option for programs and organizations that enhance community life in Lincoln.

In light of these findings, staff recommends passing a resolution to amend the Master Fee Schedule by adding a fifth pricing tier to the Willow Community Room rental fee, which passes these savings on to the renting organization. This pricing tier has been discussed with Seniors First, who hold the only contract currently eligible for the proposed pricing tier. Seniors First finds this pricing model reasonable.

FINDINGS/ANALYSIS:

The current fee schedule for the use of the Willow Community Room at the Library includes four pricing tiers that are applicable to different prospective renters. These tiers are as follows:

- \$20 per hour: contributing service organization
- \$30 per hour: resident non-profit
- \$40 per hour: resident
- \$60 per hour: non-resident





The proposed additional tier would be for “long-term contracts”, which would meet the following additional criteria:

Renter is a non-profit organization

- 1) Renter signs a contract of at least one (1) year in duration
- 2) Renter signs a contract of at least 500 estimated hours
- 3) Renter has at least a six (6) month history using City facilities, with no record of missed payments or damages to the facility

This tier would pay an hourly rate of at least \$15.00, dependent upon actual administrative costs demonstrated during their rental history with the City. This cost would be determined prior to signing the rental contract, and would be maintained throughout the duration of the contract.

The proposed fee schedule would then be the following:

- \$15 per hour minimum, dependent on actual administrative fees: long-term contract
- \$20 per hour: contributing service organization
- \$30 per hour: resident non-profit
- \$40 per hour: resident
- \$60 per hour: non-resident

CONCLUSION:

Staff recommends that Council approve Resolution 2016-XX to amend the Master Fee Schedule, adding an additional rental fee pricing tier of at least \$15.00/hour to the Willow Room rental fee schedule

ALTERNATIVES:

1. Council may elect to not approve the Resolution.
2. Council may provide staff with further direction.

FISCAL IMPACT:

Full fiscal impact is unclear at this point. The FY 2016/17 budget includes \$30,000.00 in revenue from library facility rentals, which includes the estimated \$26,000.00 from the Seniors First contract. This contract would be eligible for a 50% reduction, reducing the actual revenue by up to \$13,000.00. Long term, however, this pricing tier may encourage larger rental contracts, overall increasing the revenue from library facility rentals. Staff will track this data and report back as trends become apparent.

CITY MANAGER REVIEW OF CONTENT: MB

APPROVED AS TO LEGAL FORM: LZW

ATTACHMENTS:

Resolution



RESOLUTION NO. 2016 - 235

AUTHORIZING CHANGES TO THE MASTER FEE SCHEDULE

WHEREAS, there is a need to regularly review the fees charged for services within the City; and

WHEREAS, the City promotes and encourages community events and programs to take place in City facilities; and

WHEREAS, City staff reviewed the estimated reasonable costs associated with long-term room rental contracts; and

WHEREAS, the proposed fees do not exceed the estimated reasonable costs required to produce the services;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lincoln authorizes;

1. The adoption of the following pricing tiers for the library's Willow Community Room usage fee:

Group	Description	Hourly Fee
Long-term contracts	Non-profit organization; signs a contract of at least one (1) year in duration; signs a contract of at least 500 estimated hours; has at least a six (6) month history using City facilities, with no record of missed payments or damages to the facility	\$15.00 minimum, dependent on actual administrative costs
Contributing service organization	Organization that annually contributes volunteer time or money directly to the library	\$20.00
Resident non-profit	Registered non-profits with a location within the City of Lincoln	\$30.00
Resident	Groups with a location within the City of Lincoln	\$40.00
Non-resident	Organizations that do not meet the above criteria	\$60.00

2. These fees will be incorporated into the current Fee Schedule, adopted by City Council Resolution number 2012-154 on September 11, 2012.

PASSED AND ADOPTED this 13th day of December, 2016.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Peter Gilbert, Mayor

ATTEST:

Gwen Scanlon, City Clerk



10H

CITY COUNCIL REPORT

SUBJECT: AirFest 2017

SUBMITTED BY: Jennifer Hanson, Public Services Director

DEPARTMENT: Public Services

DATE: December 13, 2016

STRATEGIC RELEVANCE: Economic Development

STAFF RECOMMENDATION(S):

Staff recommends that City Council adopt a resolution authorizing: 1) the City's sponsorship of the 2017 AirFest at the Lincoln Regional Airport; and 2) authorizing the augmentation of the Fiscal Year 16/17 Annual Budget in the amount of \$14,700 from the Airport Fund 750 to cover the City's cost to sponsor the event.

BACKGROUND / INTRODUCTION:

The Lincoln Regional Airport Foundation has requested that the City once again serve as the official sponsor of AirFest 2017. This will be the second annual AirFest held at the Lincoln Regional Airport. The event is designed to provide a family-friendly, fun, and educative experience for Lincoln and the South Placer/Sacramento region. The effort began in 2016 with no funding and no assurance that the venture would be successful. Through hard work and dedication and with a businesslike approach, a group of dedicated volunteers, supported by the City, were able to hold a successful event in 2016 that profited approximately \$15,000.

With a portion of the profit generated from Airfest 2016, the group of volunteers formed the Lincoln Regional Airport Foundation, a new 501c3 nonprofit corporation. As noted above, it is the Lincoln Regional Airport Foundation that is now requesting the City to participate and be the official sponsor of AirFest 2017. Although the City will participate and sponsor the event, it is expected that the day to day management of the event will be completed by the Lincoln Regional Airport Foundation. The remaining money from the 2016 event - currently held by the Lincoln Community Foundation - will be used for the start-up expenses related to AirFest 2017. The group intends to use any funds raised above and beyond the amount needed for event expenses for projects associated with the airport. Projects may include: a park, static aircraft displays, or monuments.

AirFest 2017 will be similar in nature to the 2016 event, with a dinner gala on Friday evening and the main event being held on Saturday. The main event will likely include:

- Hot air balloon rise - with more balloons
- Static aircraft displays - private, government, military
- Formation flights





- Aircraft aerobatics (4 acts - not the highest paid performers but “up & coming” performers)
- Youth Aerospace Expo

The City’s sponsorship and participation will require:

- Purchasing of special event insurance (cost to be split evenly with the Lincoln Regional Airport Foundation)
- Assistance with setup
- Providing ancillary items such as garbage cans, tables, and chairs
- Pre-event airfield and parking lot preparation
- Police and Fire support during the Saturday event
- Assistance with parking

FINDINGS/ANALYSIS:

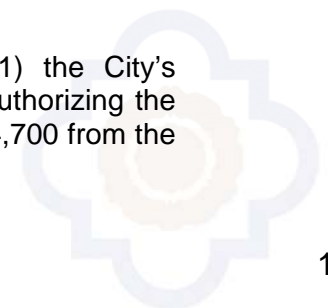
The AirFest is beneficial because not only does it provide a family friendly event for our residents but also in the fact that it will increase awareness and support for the airport in the community and in the surrounding region. The City has determined that it is of utmost importance to improve the financial sustainability of the airport. So although the sponsorship and the participation in the Airfest will cost money, the long-term benefits of such an event will be evident has support from the community and the region is needed to ensure the airport becomes economically viable well into the future.

A summary of anticipated event expenses is below:

Description	Cost	Requires Budget Augmentation
Insurance	\$1,900	Yes
Airport Staff Cost	\$6,800 (80 Hours of Support)	No
Materials and Supplies	\$1,500	Yes
Police Staff Cost (Two Uniformed Officers)	\$2,000 (16 hours of Support)	Yes
Fire Staff Cost (Two Fire Personnel and One Fire Engine)	\$2,500	Yes
Public Services Staff Cost (Day of Event)	\$4,500	Yes
Total Cost	\$19,200	
Total Budget Augmentation	\$14,700	

CONCLUSION:

Staff recommends that City Council adopt a resolution authorizing: 1) the City’s sponsorship of the 2017 AirFest at the Lincoln Regional Airport; and 2) authorizing the augmentation of the Fiscal Year 16/17 Annual Budget in the amount of \$14,700 from the Airport Fund 750 to cover the City’s cost to sponsor the event.





ALTERNATIVES:

1. Adopt a resolution authorizing Staff recommends that City Council adopt a resolution authorizing: 1) the City's sponsorship of the 2017 AirFest at the Lincoln Regional Airport; and 2) authorizing the augmentation of the Fiscal Year 16/17 Annual Budget in the amount of \$14,700 from the Airport Fund 750 to cover the City's cost to sponsor the event.
2. Decline to adopt the resolution.
3. Provide staff with additional direction.

FISCAL IMPACT:

The FY 16/17 Annual Budget did not include money for this event. As such, a budget augmentation will be required to allow the City to sponsor this event and to provide the same level of support as provided for the event in 2016. Therefore, it is proposed that the 16/17 Annual Budget be augmented in the amount of \$14,700 from the Airport Operations Fund 750.

CITY MANAGER REVIEW OF CONTENT: MB

APPROVED AS TO LEGAL FORM: LZW

CONTRACT ACCOUNTABILITY:

Department: Public Services

Staff member: Jennifer Hanson

ATTACHMENTS:

1. Resolution



RESOLUTION NO. 2016-236

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN
AUTHORIZING: 1) THE CITY'S SPONSORSHIP OF AIRFEST 2017 AT THE LINCOLN
REGIONAL AIRPORT; AND 2) AUTHORIZING A BUDGET AUGMENTATION IN THE
AMOUNT OF \$14,700 FROM THE AIRPORT OPERATIONS FUND 750 TO COVER
THE COST TO SPONSOR THE EVENT

WHEREAS, the Lincoln Regional Airport Foundation has requested that the City
once again serve as the official sponsor of AirFest 2017; and

WHEREAS, this will be the second annual AirFest held at the Lincoln Regional
Airport; and

WHEREAS, the event will be designed to provide a family-friendly, fun, and
educative experience for Lincoln and the South Placer/Sacramento region; and

WHEREAS, the Lincoln Regional Airport Foundation will complete the day to day
management required for the event; and

WHEREAS, it has been determined that the AirFest is beneficial as it provides a
family friendly event for our residents and will help to increase awareness and support
for the airport in the community and the surrounding region; and

WHEREAS, a budget augmentation of \$14,700 is necessary to allow the City to
sponsor the event.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of
Lincoln authorizes the City's sponsorship of AirFest 2017; and authorizes a budget
augmentation in the amount of \$14,700 from the Airport Operations Fund 750 to cover
the costs to sponsor the event.

PASSED AND ADOPTED this 13th day of December, 2016.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Peter Gilbert, Mayor

ATTEST:

Gwen Scanlon, City Clerk



10I

CITY COUNCIL REPORT

SUBJECT: Hi-Tech/Spartan Gladiator LFD Fire Engine Purchase

SUBMITTED BY: Mike Osborne, Fleet Supervisor

DEPARTMENT: Public Services

DATE: December 13, 2016

STRATEGIC RELEVANCE: Organizational Efficiency - Reliable Vehicle for Fire Operations

STAFF RECOMMENDATION(S):

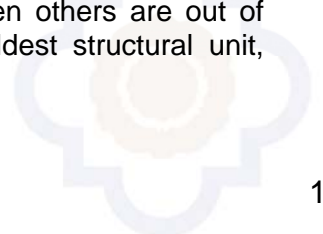
Staff recommends that City Council adopt a resolution authorizing the following items: 1) the City Manager to purchase a Hi-Tech/Spartan Gladiator LFD fire engine for the Fire Department using a tag-on (piggyback contract) with the City of San Jose for an amount not to exceed \$598,090; and 2) authorizing a budget augmentation in the amount of \$12,190 from the Vehicle Replacement Fund 610 to cover the total purchase.

BACKGROUND / INTRODUCTION:

The Fire Department is in need of a new Type-1 fire engine to replace the 13-year-old E-One model currently in use as a first response vehicle. The operational capacity, power, condition and functionality of the current E-One is not sufficient to meet the demands of the department, but would be acceptable as a reserve unit. A new replacement vehicle needs to be purchased. The vehicle requested is a Hi-Tech/Spartan Gladiator LFD fire engine which is equipped to meet the current specific needs of the City of Lincoln and its firefighting crews. The vehicle would be purchased as a tag-on (piggyback) to the City of San Jose's current contract in an amount not to exceed \$598,090. Piggybacking on the City of San Jose's competitively bid, multi-year purchase contract will save the City \$65,000 in comparison to retail cost. The amount budgeted for this purchase in the approved 2016/17 budget is \$585,900, so the purchase will require an additional \$12,190 budget augmentation from the unencumbered fund balance of the Vehicle Replacement Fund 610.

FINDINGS/ANALYSIS:

Purchase of this vehicle addresses both the shortage of Type-1 fire engines and the need for a vehicle that is specifically built to meet the current needs of the City of Lincoln and its firefighters. The Fire Department has three adequately specified Type-1 engines, with two much older, less functional units in reserve. The present situation requires that a marginally adequate engine must be used in the event of a breakdown. Purchase of a new Type-1 would allow the Fire Department to use its 13-year-old Type-1 as a reserve to fill in when others are out of service for repair. Staff further recommends that the city surplus the oldest structural unit, #1784, as it has never suited the operational needs of the city.





CONCLUSION:

Staff recommends City Council adopt a resolution authorizing a budget augmentation in the amount of \$12,190 from the Vehicle Replacement Fund 610, and authorizing the City Manager to purchase a Hi-Tech/Spartan Gladiator LFD fire engine, by means of a tag-on (piggyback contract) with the City of San Jose, not to exceed \$598,090. The existing first response Type-1, unit 1783, will be designated for backup use.

ALTERNATIVES:

1. Adopt a resolution authorizing the following items: 1) the City Manager to purchase a Hi-Tech/Spartan Gladiator LFD fire engine for the Fire Department using a tag-on (piggyback contract) with the City of San Jose for an amount not to exceed \$598,090; and 2) authorizing a budget augmentation in the amount of \$12,190 from the Vehicle Replacement Fund 610 to cover the total purchase.
2. Provide staff with additional direction.

FISCAL IMPACT:

The FY 2016/17 budget includes the purchase of a fire engine from account 610-3140-80060 in an amount of \$585,900. A budget augmentation in the amount of \$12,190 would be required from the Vehicle Replacement Fund 610 to fully fund the requested purchase.

CITY MANAGER REVIEW OF CONTENT: MB

APPROVED AS TO LEGAL FORM: LZW

CONTRACT ACCOUNTABILITY:

Department: Public Services

Staff member: Mike Osborne, Jennifer Hanson

ATTACHMENTS:

1. Resolution
2. Vehicle photo with excerpt from vehicle replacement spreadsheet
3. Quote from Hi-Tech
4. Vehicle Basic Specifications



RESOLUTION NO. 2016-237

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN AUTHORIZING THE FOLLOWING ITEMS: 1) THE CITY MANAGER TO PURCHASE A HI-TECH/SPARTAN GLADIATOR LFD FIRE ENGINE FOR THE FIRE DEPARTMENT USING A TAG-ON (PIGGYBACK CONTRACT) WITH THE CITY OF SAN JOSE FOR AN AMOUNT NOT TO EXCEED \$598,090; AND 2) AUTHORIZING A BUDGET AUGMENTATION IN THE AMOUNT OF \$12,190 FROM THE VEHICLE REPLACEMENT FUND 610 TO COVER THE TOTAL PURCHASE

WHEREAS, the Fire Department is in need of one new Type-1 fire engine; and

WHEREAS, the budget for fiscal year 2016 – 2017 includes the CIP Fire Engine Replacement Project; and

WHEREAS, the original budget allocation of \$585,900 is not sufficient to fully fund the scope of the project; and

WHEREAS, the City of San Jose determined via the bidding process that Hi-Tech Fire Equipment is the vendor/manufacture with the most competitive product; and

WHEREAS, Hi-Tech Fire Equipment has provided a complete quote, piggybacked on the City of San Jose's purchase, for a fire engine equipped exactly as specified by the Lincoln Fire Department for an amount of \$598,090; and

WHEREAS, the San Jose Tag-On Proposal from Hi-Tech is more than the approved project budget of \$585,900; and

WHEREAS, a budget augmentation of \$12,190 is necessary to complete the purchase.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Lincoln authorizes the City Manager to purchase a Hi-Tech/Spartan Gladiator LFD fire engine for the Fire Department using a tag-on (piggyback contract) with the City of San Jose for an amount not to exceed \$598,090; and 2) authorizes a budget augmentation in the amount of \$12,190 from the Vehicle Replacement Fund 610 to cover the total purchase.

PASSED AND ADOPTED this 13th day of December, 2016.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ATTEST:

Peter Gilbert, Mayor

Gwen Scanlon, City Clerk



Hi-Tech/Spartan Gladiator LFD fire engine

Factors:			Points								
Age			1 point for each year of service. *police motorcycles 2 points/year.								
Miles/hrs.			1 point/10,000miles *police motorcycles 2 points/10,000 miles. 1 point per 500 hrs.								
Service type			1 point for light duty, 3 points for medium duty, 5 points for severe duty.								
Reliability			1-5 points for frequency of repairs needed.								
			1 point for 1 repair/3 months, 5 points for 2+/month								
Lifetime repair costs			1-5 points based on total M&R costs								
			1 point/10% purchase price								
Condition and use			1-5 point for overall condition and usefulness								
Points Ranges											
under 18	Condition I		Excellent								
18 - 27	Condition II		Good								
over 27	Condition III		Replacement								
Year	Vehicle # Description	Miles/Hrs.	Mileage date	Age	Miles	Service Type	Reliability	Lifetime Repair Cost	Condition And Us	Division	Eval Score
2014	.1761 HME type 3	1380		2	0	5	1	1	1	Fire	10
2000	.1763 International 4800 4x4	59560		16	6	5	3	4	3	Fire	37
1992	.1771 Ford F-350 Mini Pumper	36018		24	4	5	2	2	2	Fire	39
2003	.1781 E-One /Spartan	111590		13	11	5	2	1	1	Fire	33
2000	.1783 American Eagle Spartan 325	82738		16	8	5	1	1	1	Fire	32
1999	.1784 326 International 4900	36341		17	4	5	1	1	1	Fire	29
2006	.1786 Hi Tech	67319		10	7	5	1	1	1	Fire	25
2006	.1787 Hi Tech	65917		10	7	5	1	1	1	Fire	25
2000	.1793 Internaional 4900 Water Tender	6749		16	1	5	1	1	1	Fire	25

The chart above shows that 1781, proposed for reserve status, and 1784, proposed for surplus, both have evaluation scores well beyond the 27 point replacement threshold. Scores for 1763 and 1771 are worse, but they are not Type-1 fire engines. 1783, which also has a poor evaluation, is already in reserve status.

HI-TECH EMERGENCY VEHICLE SERVICE, INC.



444 W. GREGER ST. • OAKDALE, CA 95361 • (209) 847-3042 • FAX (209) 847-2110
www.hitechevs.com www.spartanmotors.com www.braunambulances.com www.evi-fl.com

San Jose F.D. Type-1 Tag-On Proposal San Jose RFB 12-13-44 For

LINCOLN FIRE DEPARTMENT

Per Lincoln Fire Department Specifications
October 18, 2016

ONE (1) HI-TECH/SPARTAN GLADIATOR LFD (SAN JOSE SPECIFICATION CHASSIS, WITH 450HP ENGINE), 10" RAISED ROOF, 450HP, 1500 GPM TYPE I PUMPER

1.	Apparatus Cost, Each,	\$ 556,362.00
2.	Sales Tax @ 7.5%	\$ +41,727.15
3.	Total	\$ 598,089.15

* Plus any additional Federal, State, or Local fee, tax, or mandated safety and emission equipment applicable at time of delivery.

* Pricing valid for 90 days from date above

Delivery = Approximately 365 Days After Receipt Of Order Documentation

Please see attached Pre-payment discount form



Brian Ruthman

10-18-16

Date

Accepted By – Title

Date

Dept. Lincoln F.D. Revised: 10-18-16 Date: 6-30-16

Job No. Chassis: Spartan Gladiator LFD

Contact Person: T.J. Thomas 916-434-2415

Chassis: S.N. SO# Chassis W.B. TBD

Engine: Cummins L9 450HP @ 2100, 1250 ft lbs @ 1400, 2200 Governed.

Transmission: Allison 3000EVS

Alternator: 320 Amp Leece Neville

Install one (1) indirect engine cooler: Chassis supplied.

Install engine heater: 1000-watt chassis supplied.

Midship Pump: Qmax150-23-L 2.28 Serial number:

Pump air shift control in cab: x Pump shift override: Yes.

Centerline of pump to centerline of rear axle: 76"

Pump Primer model: Hale ESP.

Pump seal: Packing.

Pump anodes: (2) One each, suction and discharge.

Water Tank

Tank capacity: 500-gallon Poly.

Foam tank within water tank: (2) Both 35-gallons.

Tank gauge: FRC & sight.

Standard Hi-Tech filler pipe left side corner: Yes.

Tank Inlets And Outlets

Tank filler size: 2"

4" standard tank to pump outlet front of tank: x

3" bottom of sump for tank drain: x

3/8" front of tank for tank tube gauge: x

Plumbing Through Tank

Rear discharges: 1 2 1/2" R.S. 1 2 1/2: L.S.



10J

CITY COUNCIL REPORT

SUBJECT: Professional Engineering Services to assist with the implementation of Two Photovoltaic Power System (Solar Projects)

SUBMITTED BY: John Lee, Purchasing Manager

DEPARTMENT: Support Services

DATE: December 13, 2016

STRATEGIC

RELEVANCE: Infrastructure, Engineering Services for Solar Array

STAFF RECOMMENDATION(S):

Adopt a resolution authorizing: the City Manager to enter into a professional Services Agreement with ARC Alternatives to provide professional engineering services to assist with Capital Improvement Project (CIP) #407 Wastewater Treatment and Reclamation Facility (WWTRF) Solar Project and CIP #409 Citywide Solar Project (solar projects) for an amount not to exceed \$109,761 (including a 10% contingency and proposed add alternatives), for a two year term with the option to renew for one additional two year term; and augment the 2016/2017 Annual Budget to include: \$54,881 for CIP #407 from the Wastewater Fund 720 and \$54,880 for CIP #409 from the Water Fund 710.

BACKGROUND / INTRODUCTION:

On May 10, 2016, City Council authorized two Capital Improvement Projects (CIPs): the WWTRF Solar Project and the Citywide Solar Project. The proposed solar project for the WWTRF is estimated to be between 2.4 megawatts and 3.4 megawatts. The final size will be determined during project design and will be dependent upon the expansion plans for the WWTRF and available financing and restrictions.

The citywide solar project would include an array that would generate energy that would allow the City to offset energy costs related to the City's top 50 accounts. PG&E allows municipalities to implement solar projects under the Renewable Energy Self Generation Bill Credit Transfer Program (RES-BCT). The RES-BCT program will allow the City to construct up to a 5 MW solar project to offset energy costs associated with up to 50 accounts. The proposed solar project size for the City's top 50 accounts is approximately 2.6 megawatts. The final size proposed for the project will be dependent on the top 50 accounts selected for the project. Please note that metered streetlight accounts are not eligible under this program.

To assist with the implementation of these projects, a Request for Proposal (RFP) (Attachment A) was released on September 13, 2016 to solicit proposals from engineering consultants to provide professional engineering services to assist with the implementation of two photovoltaic power systems (solar projects). On October 7, 2016



seven responses were received and were found to be responsive. Below are the names of the firms that submitted proposals:

- Mastek
- Integral Group
- Stantec
- Sage Renewables
- NAM
- Kenwood Energy
- ARC Alternatives

The proposed scope of work request by the RFP included the following tasks:

- Project Management
- Solar Array Siting
- Preparation of Preliminary Layout Drawings
- Annual Power Production Cost Estimates
- Preparation of Project Specifications
- Preparation of the Request for Quotation
- PG&E Coordination
- Bid Support
- Contractor Selection Support
- Construction Support

Please note that the scope of work included in this contract does not include environmental analysis. Whatever location is finally decided on for the citywide solar array may require environmental analysis. This environmental analysis was not included in the RFP as a required task because the work required to complete the environmental analysis will be largely dependent on the location selected.

FINDINGS/ANALYSIS:

After reviewing all proposals, a panel of four staff members (Steve Ambrose, Ray Leftwich, John Lee, and Jennifer Hanson) selected the four most qualified submittals for further evaluation. Using the evaluation form (Attachment B) each proposal was ranked using a point system based on the qualifications identified in the RFP, 60 being the best score any one reviewer could give to any one proposal. When all four reviewers' scores were totaled, the highest score possible was 240 points. The total scores given for each of the remaining four proposals are identified below:

Company Name	Evaluation Score Total	Total Cost for Services
ARC	211	\$99,783
Stantec	206	\$49,715
Sage	216	\$116,740
NAN	213.5	\$198,700





As shown in the table above, Stantec provided the lowest cost estimate for the proposed scope of work; however, staff determined that the associated cost savings (when compared to the other proposals) did not outweigh the benefits associated with the level of service allowed for in the scopes of work provided by Sage and ARC, especially ARC. It was also determined that ARC is able to provide a high level of assistance related to the finance portion of the project; which will likely result in greater cost savings during the construction phase when compared to the cost savings that would be achieved during the design phase if Stantec was selected.

Upon completion of the first round of evaluation, Staff interviewed the top two firms, ARC and Sage. During the interview process it was determined that it would be in the best interest to select ARC for the project due to the following reasons:

- Sage was 40 minutes late for the interview.
- ARC was very knowledgeable and has experience with like projects.
- ARC seemed well-suited to provide expertise in assisting the City with navigating the financing of the proposed project.

Upon completion of the interview, Staff contacted the references provided by ARC. All references contacted confirmed that ARC was easy to work with, able to provide the services required and had the expertise needed to complete our project. Based on these findings, Staff recommends that the City enter into an agreement with ARC to provide Solar Engineering Services that meets all the specifications in the RFP. Although the cost of services as proposed by ARC was not the lowest amongst the proposals received, the cost was evaluated and was determined to be reasonable and responsive to all items of work required to complete the project.

CONCLUSION:

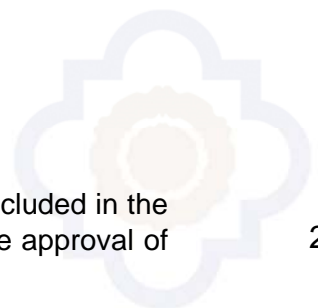
Based on the information provided above, staff recommends that City Council consider the adoption of a resolution authorizing: the City Manager to enter into a professional Services Agreement (Attachment C) with ARC Alternatives to provide professional engineering services to assist with CIP #407 Wastewater Treatment and Reclamation Facility (WWTRF) Solar Project and CIP #409 Citywide Solar Project (solar projects) for an amount not to exceed \$109,761 (including a 10% contingency and proposed add alternatives), for a two year term with the option to renew for one additional two year term; and augment the 2016/2017 Annual Budget in the amount of \$54,881 for CIP #407 from the Wastewater Fund 720 and \$54,880 for CIP #409 from the Water Fund 710.

ALTERNATIVES:

1. Adopt the proposed resolution.
2. Decline to adopt the proposed resolution.
3. Provide staff with further direction.

FISCAL IMPACT:

Although the CIP #407 and CIP #409 were approved by City Council and included in the Fiscal Year 16/17 Annual Budget, no funding was provided. . Therefore, the approval of





this contract will require a budget augmentation in the amount of \$109,761 (including a 10% contingency), split as identified below:

- \$54,881 for CIP #407 from the Wastewater Fund 720 and
- \$54,880 for CIP #409 from the Water Fund 710.

Fund 710 is being utilized as the source of the funds required for CIP #409 due to the fact that assets that belong to the Water Fund are one of the largest consumers of electrical power. This is primarily associated with booster pumps and the operation of groundwater wells.

CITY MANAGER REVIEW OF CONTENT: MB

APPROVED AS TO LEGAL FORM: LZW

ATTACHMENTS:

Resolution

Attachment A Request for Proposal

Attachment B Evaluation Form

Attachment C Contract



RESOLUTION NO. 2016 –238

ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH ARC ALTERNATIVES TO ASSIST WITH CAPITAL IMPROVEMENT PROJECT CIP #407 WASTEWATER TREATMENT AND RECLAMATION FACILITY (WWTRF) SOLAR PROJECT AND CIP #409 CITYWIDE SOLAR PROJECT (SOLAR PROJECTS) FOR AN AMOUNT NOT TO EXCEED \$109,761 (INCLUDING A 10% CONTINGENCY AND PROPOSED ADD ALTERNATIVES), FOR A TWO YEAR TERM WITH THE OPTION TO RENEW FOR ONE ADDITIONAL TWO YEAR TERM; AND AUGMENT THE 2016/2017 ANNUAL BUDGET IN THE AMOUNT OF \$54,881 FOR CIP #407 FROM THE WASTEWATER FUND 720 AND \$54,881 FOR CIP #409 FROM THE WATER FUND 710.

WHEREAS, on May 10, 2016, City Council authorized two Capital Improvement Projects (CIPs): the WWTRF Solar Project and the Citywide Solar Project. and

WHEREAS, the City of Lincoln released a Request for Proposal (RFP) on September 13, 2016, and received seven (7) proposals that were found to be responsive; and

WHEREAS, the City Staff selected four (4) firms that were found to be most qualified for further evaluation; and

WHEREAS, upon completion of the first round of evaluation, staff interviewed the top two firms, ARC Alternatives and Sage; and

WHEREAS, during the interview process it was determined that it would be in the best interest to select ARC Alternatives; and

WHEREAS, the City Manager would like to enter into a Professional Services Agreement with ARC for a term of two (2) years with the option to renew for one additional two year term if needed; and

WHEREAS, CIP #407 and CIP #409 were approved by City Council and included in the Fiscal Year 16/17 Annual Budget, however no funding was provided ; and

WHEREAS, the approval of this contract will require an augmentation of the 16/17 Annual Budget in the amount of \$109,761 (including a 10% contingency); and

WHEREAS, the award of the contract to ARC is exempt from environmental review pursuant to Public Resources Code section 21065 and CEQA Guidelines section 15061(b)(3) because there is no possibility that the activity in question may have a significant effect on the environment and environmental review, if necessary, will be conducted prior to and construction work taking place.

NOW, THEREFORE, BE IT RESOLVED, The City Council of the City of Lincoln does hereby authorize the City Manager to enter into a professional Services Agreement with ARC Alternatives to provide professional engineering services to assist with CIP #407

Wastewater Treatment and Reclamation Facility (WWTRF) Solar Project and CIP #409 Citywide Solar Project (solar projects) for an amount not to exceed \$109,761 (including a 10% contingency and proposed add alternatives), for a two year term with the option to renew for one additional two year term; and augment the 2016/2017 Annual Budget in the amount of \$54,881 for CIP #407 from the Wastewater Fund 720 and \$54,880 for CIP #409 from the Water Fund 710.

PASSED AND ADOPTED this 13th day of December 2016.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

Peter Gilbert, Mayor

ATTEST:

Gwen Scanlon, City Clerk



REQUEST FOR PROPOSALS

**Professional Engineering Consultants to Assist
With the Implementation of Two Photovoltaic Power
System (Solar) Projects.**

September 13, 2016



September 13, 2016

To whom it may concern:

The City of Lincoln (City) is soliciting proposals for professional engineering consultants to assist with the implementation of two photovoltaic power system (solar) projects. One array would be used to provide electricity to the Wastewater Treatment and Reclamation Facility (WWTRF) and one array would be used to provide electricity to offset power consumption city-wide. To initiate this effort, the City completed an Engineering Solar Power Feasibility Study, which provides information pertaining to: preliminary sizing, siting, solar array types and financing models.

Please refer to the Request for Proposals for details and specific instructions for the submittal of a proposal. The City of Lincoln considers this to be a qualification based Request for Proposals (RFP).

Thank you for taking the time to review these documents and we look forward to a very productive process.

Sincerely,

Jennifer Hanson
Public Services Director
City of Lincoln

PROPOSAL INFORMATION FOR CONSULTANTS

The tentative schedule of key milestones related to the City of Lincoln's Professional Engineering Consultants to Assist with the Implementation of Two Photovoltaic Power System (Solar) Projects. Request for Proposals (RFP) is as follows:

RFP Release	September 13, 2016
Written Questions Submission Deadline	September 26, 2016
City Response to Written Questions	September 30, 2016
Receipt of Proposals to City (by 2 p.m.)	October 7, 2016
Estimated Staff Recommendation to City Council	October 25, 2016
Contract Award	October 26, 2016

1. SCOPE AND LOCATION OF WORK

The City of Lincoln (City) is soliciting proposals for professional engineering consultants to assist with the implementation of two photovoltaic power system (solar) projects. One array would be used to provide electricity to the Wastewater Treatment and Reclamation Facility (WWTRF) and one array would be used to provide electricity to offset power consumption city-wide. To initiate this effort, the City completed an Engineering Solar Power Feasibility Study (**Attachment A**); which provides information pertaining to: preliminary sizing, siting, solar array types and financing models.

The City's desired outcome is to implement two solar projects that provide the best short term and long term financial benefit to the City. As such, the City would like to allow consultant/solar providers to provide Power Purchase Agreement (PPA) based and/or Lease Purchase based design bid proposals for both proposed projects. If a Lease Purchase Proposal is selected, the City would be required to obtain the require financing.

The consultant firm selected to assist the City during the design and construction bid document phases of the proposed project will assist the City with the following activities:

- Siting of the facilities
- Development of the design-build bid documents
- Assistance during consultant selection
- Assistance with requests for information during construction
- Coordination with Pacific Gas and Electric (PG&E).

The design build of the projects may be bid out together or separately, depending on the associated benefits of each action and the availability of financing.

The consultant selected will assist the City with the completion of specific tasks and deliverables identified in this Request for Proposal (RFP). This will be a competitive negotiation process. Qualified firms, hereafter referred to as "consultant(s)", whom meet the requirements set forth in this RFP are encouraged to participate.

2. EXAMINATION OF CONTRACT DOCUMENTS

Each Consultant shall thoroughly examine and be familiar with the terms of this RFP, legal and procedural documents, the attached contract specifications, and addenda (if any), which will constitute the Contract Documents. Submission of a proposal shall constitute acknowledgment, upon which Lincoln may rely, that the Consultant has thoroughly examined and is familiar with the Contract Documents. Failure or neglect of a Consultant to receive or examine any of the Contract Documents shall in no way relieve the Consultant of any obligation with respect to their proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of

knowledge of any Contract Documents. **The City's Standard Contract is included as Attachment B.**

Submission of a proposal is entirely voluntary. No compensation is offered for any work related to the proposal or selection process.

3. INTERPRETATION OF RFP DOCUMENTS

Requests for interpretation shall be made in writing and emailed to the Purchasing Manager by September 26, 2016. All requests for interpretation shall be directed to:

John Lee
Purchasing Manager
jlee@ci.lincoln.ca.us

No other individuals are to be contacted in this regard. If any of the requests for interpretations require amendment of the RFP or associated contract specifications an addendum will be posted to the website.

4. PROPOSALS

Proposals shall be in written form and must include, at a minimum, the information requested by the City. All proposals shall give all information requested therein, and shall be signed by the Consultant or an authorized representative(s) with legal authority to bind the Consultant, with their address and contact information. Consultants must prepare and submit all required documents. Unauthorized conditions, omissions, limitations or provisos attached to a proposal will render the proposal non-responsive and may cause its rejection.

Each proposal shall be enclosed in a sealed envelope or box, labeled and delivered to the office of **City Clerk, 600 Sixth Street, Lincoln, California, 95648** by **October 7, 2016 at 2:00 p.m.** (the "deadline date"). Consultants are warned against making erasures or alterations of any kind, without initialing each and every such change. Proposals that contain erasures or irregularities of any kind, without such initialing, or omissions, may be rejected. No oral, telegraphic, or telephone (including facsimile) proposals or modifications will be considered.

Proposal forms received after the deadline date will not be accepted. Postmarks will not be accepted.

No Consultant may withdraw its proposal for a period of ninety (90) days after the date set for the opening of proposals.

Lincoln reserves the right to reject any or all proposals, to make any awards or any rejections in what it alone considers to be in the best interest of Lincoln, and waive any informalities or irregularities in the proposals.

Proposal Requirements: Proposals must include, at a minimum, the following information:

- A. **Introduction:** Introduce the proposal, including a statement of Consultant's approach for providing engineering consultant services for the City of Lincoln related to the implementation of two solar projects. Give the name of the company submitting the proposal, the mailing address, telephone number, email address, and the name of the contact person. **Section shall be a maximum of one page.**
- B. **Certification of Proposal (Attachment C).** Each proposal shall include a certification of the proposal as shown in Attachment C. **Section shall be a maximum of one page.**

- C. **Statement of Qualifications:** Identify the project team that will be assigned to the contract along with a brief summary of experience for each key member of the proposed contract team. Describe management personnel's experience with accounts of similar size and scope, company structure, and staff assigned to the resulting agreement. Include a detailed description of your company, employee position categories and current number of employees in each category. Please include resumes for each project team member as an appendix to the proposal. Resumes will not count towards this section's page total but no resume shall be longer than two pages. **Section shall be a maximum of two pages.**
- D. **Projects References:** Detail any involvement, past or current, relative to litigation or other disputes, if any concerning your performance with any clients to whom your company has provided services. List all contracts canceled or not extended and/or state any and all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years.

Provide three project references related to the completion of similar projects for municipalities. Design-build experience is preferred. Each reference shall include organizations name, name of project, contact person, telephone number, email address for contact. **Section shall be a maximum of two pages.**

- E. **Project Understanding:** Consultant shall provide a project understanding that at a minimum includes the following:
1. Outlines the Consultants understanding of the City's proposed project and desired services and outcomes,
 2. A discussion of proposed innovative methods of project delivery and/or proposed construction processes or techniques;
 3. A discussion of recommended long or short term cost saving measures or explains how the proposed method of project delivery or approach will maximize the cost-benefit to the City.

Section shall be a maximum of three pages.

- F. **Proposed Scope of Work:** Consultant shall provide a scope of work for each of the tasks identified in **Attachment D**. The scope of work will be included as an attachment to the Professional Services Contract issued to the selected Consultant. Each task included in the scope of work shall provide a brief summary of the tasks required, any assumptions that pertain to the task, and any deliverables associated with the task. The proposed scope of work shall match the tasks shown in the proposed cost estimate. **Section shall be a maximum of five pages.**

- G. **Cost Estimate:** The contract issued will be time and materials based. The cost estimate shall conform to the following requirements:
1. The cost estimate shall be broken down by the Task included in Attachment D. If a task is proposed that is not shown in Attachment D please show it as an add-alternative. The cost estimate shall be broken down by task, with proposed hours shown for each proposed team member. Each task shall have the total cost shown for that specific task.
 2. Direct costs shall be shown as a separate line item. Direct costs will only be paid for at vendor invoice.
 3. Subconsultant cost and markup shall be shown as two separate line items and any markup shall be limited to 10% of the subconsultant cost.

4. The total project cost shall include the summation of the total cost of all tasks, the total cost of direct costs, and the total cost of subconsultant costs and markup.

The cost estimate shall be provided in a sealed envelope.

- H. **Schedule:** Schedule is of utmost important to the City. The City desires to complete these projects as soon as possible; as such, each consultant shall provide a critical path schedule that identifies the completion of all major milestones through the completion of project construction. **Section shall be a maximum of one page.**
- I. **Conflict of Interest:** Consultants submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Consultant or the Consultant's management or employees relative to the services to be provided to the City. Conflict of interest issues may require consultation with legal counsel. If a Consultant has no conflicts of interest, a statement to that effect must be included in the proposal. **Section shall be a maximum of one page.**

5. AWARD OF CONTRACT

A contract will be awarded upon approval by City Council. The City reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposal or in the RFP procedures.

The selected Consultant will be required to execute a Professional Services Contract with the City. **Attachment B** contains a sample agreement that will be similar to the agreement that the Consultant will need to execute.

The award of the contract, if any, will be for a one year period commencing on October 26, 2016 and expiring on October 26, 2017. The City will have the right to extend the contract for one additional one-year term. The Consultant's initial proposed pricing must be in effect for up the duration of the contract. The Consultant will not receive any escalation on prices throughout the duration of the contract.

6. EXTENSION OF CONTRACT

The Contract shall include the option for one (1) one-year extension.

7. SELECTION CRITERIA

The City will evaluate and rank proposals based on selection criteria. Any proposal may be rejected if it is conditional, incomplete or contains irregularities. Minor or immaterial irregularities in a proposal may be waived at the City's sole discretion. Waiver of an irregularity shall in no way modify the Request for Proposals nor affect recommendation for award of the Contract. The section criterion is listed below. All items will be equally weighted.

- A. Ability of the Consultant to provide innovative approaches and techniques in the delivery of services and partnering with the City to reach high quality outcomes.
- B. Previous experience in providing a high level of quality service on like sized public and private projects and demonstration of a high level of understanding with regards to public finance practices.
- C. A high level of competence, knowledge and expertise in the preparation of design-build construction contract documents for large solar projects.
- D. Innovative ideas included in the Project Understanding.
- E. The ability to maximize the cost-benefit to the City associated with the implementation of the two solar projects.

F. Proposed schedule.

8. COMPLETING AND SIGNING FORMS

The Consultant's attention is directed to the forms included in the Contract Documents, which must be completed and signed. Failure to properly complete and sign any forms may be cause for rejection of a Proposal.

9. ADDITIONAL AND EXTRA WORK

City has the authority to direct additional work. No additional work may be initiated or completed by the Consultant without prior authorization from the City. Any contract amendments that exceed the contingency budget authorized by City Council will be subject to additional approval by City Council.

10. INSURANCE

Consultant shall, at no cost to Lincoln, obtain and maintain during the term of the Contract those insurance amounts identified in the sample contract.

11. PROPOSALS ARE PUBLIC RECORDS

Each Consultant is hereby informed that upon submittal of its proposal to the City in accordance with this RFP, the proposal is the property of the City.

- A. The City shall consider each proposal subject to the public disclosure requirements of the California Records Act (California Government Code sections 6250, *et seq.*), unless there is a legal exception to public disclosure.
- B. If a Consultant believes that any portion of its proposal is subject to a legal exception to public disclosure, the Consultant shall: (1) clearly mark the relevant portions of its proposal as "Confidential" and (2) upon request from the City, identify the legal basis for exception from disclosure under the Public Records Act. The City Attorney's Office will determine if the information is in fact confidential, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. The Consultant shall defend, indemnify and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the proposal.

12. SUBMITTAL REQUIREMENTS

The Consultant shall submit four (4) copies of the proposal for Professional Engineering Consultants to Assist with the Implementation of Two Photovoltaic Power System (Solar) Projects.

City of Lincoln
Attention: City Clerk
600 Sixth Street
Lincoln, CA 95648

City staff will accept proposals for this project until 2:00 p.m. on October 7, 2016. Postmarks will not be accepted and late proposals will not be considered.

The City is not responsible for misdelivered proposals, and the Consultant is strictly liable for its chosen method of delivery. It is the Consultant's sole responsibility to make sure that proposals arrive at the proper location. Any proposals which do not actually arrive in the City Clerk's Office by the due date and time will be rejected as non-responsive, even if properly addressed or delivered to another City department.

Attachment A
Engineering Solar Power Feasibility Study

Attachment B Sample Contract

SAMPLE CONTRACT FOR SERVICES

THIS CONTRACT is made on October_____, 20____, by and between the CITY OF LINCOLN (“City”), and _____ (“Consultant/Consultant”).

WITNESSETH:

WHEREAS, the City
proposes_____
____;

WHEREAS, the Consultant/Consultant has presented a proposal for such services to the City, dated _____, 20____, attached hereto and incorporated herein as **Exhibit A**, and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

Consultant/Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary for the completion of the services described in **Exhibit A** (“Scope of Work”). This Contract and its exhibits shall be known as the “Contract Documents.” Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

Consultant/Consultant enters into this Contract as an independent consultant and not as an employee of the City. The Consultant/Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, consultants or subconsultants hired or retained by the Consultant/Consultant are employees, agents, consultants or subconsultants of the Consultant/Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant/Consultant by any such employees, agents, consultants or subconsultants, or any other person resulting from performance of this Contract.

The Consultant/Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT:

The services of Consultant/Consultant are to commence upon execution of this Contract by the City, and shall be undertaken and completed in accordance with the Schedule of Performance, attached hereto and incorporated herein by this reference as **Exhibit B**.

Consultant/Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period of 5 years **OR** [a period equal to the original term of this Contract] in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

The Consultant/Consultant shall be paid monthly for the actual fees, costs and expenses but in no event shall total compensation exceed _____ (\$ _____), without City's prior written approval. Account Code Number/Account Description for Scope of Work to be charged to:

_____.
Said amount shall be paid upon submittal of a monthly billing showing completion of the tasks that month. Consultant/Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant/Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant/Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the City's failure to conform to the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than **90** calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant/Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant/Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant/Consultant shall not be

relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant/Consultant, and the City may withhold any payments due to Consultant/Consultant until such time as the exact amount of damages, if any, due the City from Consultant/Consultant is determined.

D. In the event of termination, the Consultant/Consultant shall be compensated as provided for in this Contract, except as provided in Section 4.C. Upon termination, the City shall be entitled to all work, including, but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant/Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 5.

7. PROPERTY OF CITY:

A. It is mutually agreed that all materials prepared by the Consultant/Consultant under this Contract shall become the property of the City, and the Consultant/Consultant shall have no property right therein whatsoever. Immediately

B. upon termination, the City shall be entitled to, and the Consultant/Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant/Consultant in performing this Contract which is not Consultant/Consultant's privileged information, as defined by law, or Consultant/Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant/Consultant's possession.

C. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant/Consultant hereunder (the "Work") to be a work made for hire. Consultant/Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

8. COMPLIANCE WITH LOCAL LAW:

A. Consultant/Consultant shall comply with all applicable laws, ordinances, and codes of federal, state and local governments, and shall commit no trespass on any public or private property in

performing any of the work authorized by this Contract. It shall be City's responsibility to obtain all rights of way and easements to enable Consultant/Consultant to perform its services hereunder. Consultant/Consultant shall assist City in providing the same.

9. WARRANTIES AND RESPONSIBILITIES CONSULTANT -CONSULTANT:

A. Consultant/Consultant agrees, represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required for Consultant/Consultant to practice its profession and to properly provide the services set forth in **Exhibit A** in a manner which is consistent with the generally accepted standards of Consultant/Consultant's profession. Consultant/Consultant represents and warrants to City that Consultant/Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits and approvals which are legally required for Consultant/Consultant to practice its profession at the time the services are performed.

B. Consultant/Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, state and local law in accordance with Section 17.A hereof.

C. Consultant/Consultant shall designate a project manager who at all times shall represent the Consultant/Consultant before the City on all matters relating to this Contract. In the event that City, in its sole discretion, at any time during the term of this Contract, desires the removal of any person or persons assigned by Consultant/Consultant, including but not limited to the project manager, to perform services pursuant to this Contract, Consultant/Consultant shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.

D. Except as set forth in **Exhibit D**, Consultant/Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant/Consultant only the facilities, equipment, and other materials listed in **Exhibit D** according to the terms and conditions set forth in **Exhibit D**.

E. Consultant/Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant/Consultant in writing within sixty (60) days of discovery. Should Consultant/Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant/Consultant shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant/Consultant shall be as fully responsible to the City for the negligent acts and omissions of its consultants and subconsultants, and

of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant/Consultant.

11. ASSIGNABILITY:

Consultant/Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due to Consultant/Consultant from the City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

12. INTEREST IN CONTRACT:

Consultant/Consultant covenants that neither it, nor any of its employees, agents, consultants, and sub-consultants has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant/Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant/Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant/Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant/Consultant in writing that Consultant/Consultant's duties under this Contract warrant greater disclosure by Consultant/Consultant than was originally contemplated. Consultant/Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant/Consultant pursuant to performance of this Contract are confidential and Consultant/Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

14. LIABILITY OF CONSULTANT/CONSULTANT-NEGLIGENCE:

Consultant/Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant/Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, consultants and subconsultants. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant/Consultant or its employees, agents, consultants or subconsultants.

15. INDEMNITY AND LITIGATION COSTS:

Consultant/Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising in any manner by reason of negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract on the part of Consultant/Consultant

except such loss or damage which was caused by the active negligence, *{only if contract involves design services in connection with a public works project - see Civil Code §2782(b), §2783}* sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT/CONSULTANT TO PROVIDE INSURANCE:

A. Consultant/Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII (or in the case of Worker's Compensation insurance, with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant/Consultant shall furnish the City with certificates of insurance and copies of original endorsements providing evidence of coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The Consultant/Consultant agrees to furnish one copy of each required policy to the City, and additional copies as requested in writing, certified by an authorized representative of the insurer. The failure of Consultant/Consultant or of any of its consultants or subconsultants to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant/Consultant.

C. In addition to any other remedy the City may have, if Consultant/Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant/Consultant under this Contract.

D. No policy required by this Contract shall be endorsed to suspended, voided, canceled, terminated by either party, or reduced in coverage or in limits unless the Consultant/Consultant has provided thirty (30) days' prior written notice by certified mail, return receipt requested, to the City.

E. Any deductibles, aggregate limits, pending claims or lawsuits which may diminish the aggregate limits, or self-insured retentions, must be declared to, and approved by, the City.

F. Aggregate Limits/Impairment.

If any of the insurance coverage's required by this section contain annual aggregate limits, the Consultant/Consultant must give the City notice of any pending claim or lawsuit which may diminish the aggregate. The Consultant/Consultant must take steps to restore the impaired aggregates or provide replacement insurance protection. The City has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect City's protection are allowed without City's prior written consent.

G. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant/Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant/Consultant under the Contract.

H. The Consultant/Consultant and its consultants and subconsultants shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant/Consultant and its consultants and subconsultants of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant/Consultant or of any of its consultants or subconsultants to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract.

I. Worker's Compensation and Employer's Liability Insurance.

1. Worker's Compensation Insurance to protect the Consultant/Consultant, its consultants and subconsultants from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and federal statutes and regulations. The Consultant/Consultant shall execute a certificate of compliance with Labor Code Section 3700, on the form provided in the Contract Documents.

2. Consultant/Consultant shall provide a Waiver of Subrogation endorsement in favor of the City, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant/Consultant

J. Commercial General Liability Insurance

1. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and sub-consultants work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence and \$2,000,000 general and products/completed operations aggregates.

2. The commercial general liability insurance shall also include the following:

a. Endorsement equivalent to CG 2010 1185 naming the City, its officers, officials, employees, agents, and volunteers as additional insured's. The endorsement shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

b. Endorsement stating insurance provided to the City shall be primary as respects the City, its officers, officials, employees and any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

c. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.

e. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Consultant/Consultant under the Contract, including, without limitation, set forth in Section 16, Indemnity and Litigation Costs.

K. Commercial Automobile Liability Insurance.

1. The commercial automobile liability insurance shall include, but shall not be limited to, protection against claims for death, bodily or personal injury, or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence.

2. The commercial automobile liability insurance shall include the same endorsements as required for Commercial General Liability Insurance (16.J.2 above.)

L. Professional Liability.

The Consultant/Consultant and its consultants and subconsultants shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than **\$1,000,000** per claim.

17. MISCELLANEOUS PROVISIONS:

Compliance With Laws. Consultant/Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

Non-Discrimination. Consultant/Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation. Consultant/Consultant shall comply with Section 122(a) of the State and Local Fiscal Assistance Act of 1972.

Inspection of Records. Consultant/Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant/Consultant.

D. Entirety of Agreement. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. Notices. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

CITY: Coty of Lincoln
600 Sixth Street
Lincoln, CA 95648

CONSULTANT/CONSULTANT: Name
Address
City

F. Governing Law. This Contract shall be interpreted and governed by the laws of the State of California.

G. Venue. Any action arising out of this Contract shall be brought in Placer County, California, regardless of where else venue may lie.

H. Attorneys' Fees. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

I. Counterparts. The parties may execute this Contract in two or more counterparts, which shall, in the aggregate, be signed by all the parties, each counterpart shall be deemed an original instrument as against any party who has signed it.

J. Severability. If any term, provision, covenant, or condition of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

NAME/COMPANY/ADDRESS

CITY OF LINCOLN,
a municipal corporation

(Authorized Signature)

City Manager

Print Name

Dated

ATTEST:

APPROVED AS TO FORM:

Patricia Avila, City Clerk

Jonathan Hobbs, City Attorney

Dated

Dated

**EXHIBIT A
SCOPE OF WORK**

**EXHIBIT B
SCHEDULE OF PERFORMANCE**

**EXHIBIT C
CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
Labor Code § 1861**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT/CONSULTANT

By:_____
Title

Print Name

Date

EXHIBIT D

FACILITIES, EQUIPMENT, OTHER MATERIALS

Consultant/Consultant shall be responsible for providing all necessary facilities, equipment and personnel to undertake the necessary task(s) outlined in **Exhibit A**.

Attachment C

Scope of Work

Task 1: Project Management

The scope of work provided and the cost estimate for this task shall include all activities necessary to conduct routine project management tasks (invoicing, maintaining project schedule, completion of progress reports, etc.).

Task 2: Solar Array Siting

The City would like to evaluate three viable sites for placement of the solar arrays for each project and have the analysis summarized in a memorandum.

Task 3: Prepare Preliminary Layout Drawings

Prepare preliminary layout drawings and single line diagrams showing how the arrays will connect to the WWTRF and/or City's electrical system and the local utility grid.

Task 4: Conduct Annual Power Production Cost Estimate

Conduct annual power production cost estimate and compare predicted levels for each site option.

Task 5: Prepare Specifications for Solar Array

Prepare the specifications for both solar arrays projects.

Task 6: Prepare Request for Quotation

Develop all required documents to release a Request for Quotation to qualified design-build contractors.

Task 7: PG&E Coordination

Assist the City with any required coordination with PG&E.

Task 8 Bid Support

Assist the City throughout the bid process.

Task 9 Contractor Selection

Assist the City with review of the design-build qualifications submitted and participate in the bidder interviews (up to three firms).

Task 10: Provide Support During Construction

Assist the City with responding to Requests for Information and with the evaluation of shop drawings.

ATTACHMENT D
Proposal Certification

- I. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP) and to be bound by the terms and conditions of the RFP.
- II. This contractor has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the contractor and that the contractor is responsible for these.
- III. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
- IV. The proposal includes all of the commentary, figures and data required by the Request for Proposal.
- V. This contractor has carefully read and understands all of the items contained in the RFP.
- VI. The proposal by this contractor is an irrevocable offer and shall be valid for 120 days from date of submission.

Name of Contractor: _____

By (Authorized Signature): _____ Date: _____

Name: _____

Title: _____

Address: _____

Telephone Number: _____ Fax Number: _____

EMAIL Address: _____



SOLAR REQUEST FOR PROPOSAL (RFP) EVALUATION FORM

CRITERIA	COMMENTS	SCORE (1-10)
Ability of the Consultant to provide innovative approaches and techniques in the delivery of services and partnering with the City to reach high quality outcomes. (10 pts.)		
Previous experience in providing a high level of quality service on like sized public and private projects and demonstration of a high level of understanding with regards to public finance practices. (10 pts.)		
A high level of competence, knowledge and expertise in the preparation of design-build construction contract documents for large solar projects. (10 pts.)		
Innovative ideas included in the Project Understanding. (10 pts.)		
The ability to maximize the cost-benefit to the City associated with the implementation of the two solar projects. (10 pts.)		
Proposed schedule. (10 pts.)		
Total Score *Scoring is based on a number ranking system of one (1) <i>low</i> to (10) <i>high</i> .		/60



CONTRACT FOR SERVICES

THIS CONTRACT is made on December 13, 2016, by and between the CITY OF LINCOLN ("City"), and ARC ("Consultant").

WITNESSETH:

WHEREAS, the City desires **to hire a consultant to provide Professional Engineering Services to assist the City with the implementation of two Photovoltaic Power Systems;**

WHEREAS, the Consultant has presented a proposal for such services to the City, dated September 13, 2016, attached hereto and incorporated herein as **Exhibit A**, and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary for the completion of the services described in **Exhibit A** ("Scope of Work"). This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent Consultant and not as an employee of the City. The Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, Consultants or sub-Consultants hired or retained by the Consultant are employees, agents, Consultants or sub-Consultants of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, Consultants or sub-Consultants, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.





2. TERM OF CONTRACT:

A. The services of Consultant are to commence upon execution of this Contract by the City, and shall be undertaken and completed in accordance with the Schedule of Performance, attached hereto and incorporated herein by this reference as **Exhibit B**.

B. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

C. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period of one year in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid for services rendered pursuant to the Agreement at the completion of services for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed One Hundred Nine Thousand Seven Hundred and Sixty One dollars (\$109,761), without City's prior written approval.

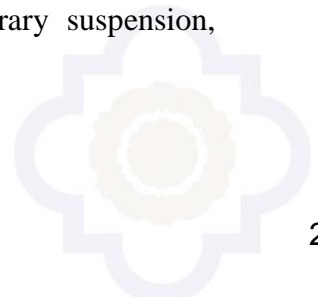
B. Said amount shall be paid for services rendered. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the City's failure to conform to the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than **60** calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.





C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4.C. Upon termination, the City shall be entitled to all work, including, but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 5.

7. PROPERTY OF CITY:

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

8. COMPLIANCE WITH ALL LAWS; PREVAILING WAGES:

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, state and local governments, as applicable, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. If necessary, it shall be City's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist City in providing the same.



B. Some or all of the work herein may be a “public work” within the meaning of Labor Code section 1720, subject to the payment of prevailing wages under Labor Code sections 1720 et seq. Accordingly, Consultant shall cause all such work, as applicable, to be performed as a “public work” in compliance with California prevailing wage laws, including the payment of prevailing wages, as applicable. In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, but failed to do so, the Consultant shall pay all applicable penalties, costs, fees, wages, and wage differential. To the extent the project is subject to the requirement of payment of prevailing wages pursuant to California Labor Code sections 1720 et seq, then the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Copies of the prevailing rate of per diem wages are on file at the City’s offices, which shall be made available to any interested party on request. Consultant shall cause a copy of the determination of the director of the prevailing rate of per diem wages to be posted at each job site, as well as all related notices required by applicable law and regulation.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees, represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required for Consultant to practice its profession and to properly provide the services set forth in **Exhibit A** in a manner which is consistent with the generally accepted standards of Consultant’s profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, state and local law in accordance with Section 17.A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. In the event that City, in its sole discretion, at any time during the term of this Contract, desires the removal of any person or persons assigned by Consultant, including but not limited to the project manager, to perform services pursuant to this Contract, Consultant shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.

D. Except as set forth in **Exhibit D**, Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities, equipment, and other materials listed in **Exhibit D** according to the terms and conditions set forth in **Exhibit D**.

E. Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to



perform promptly its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its Consultants and sub-Consultants, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due to Consultant from the City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

12. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, Consultants, sub-Consultants has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, Consultants and sub-Consultants. The City shall have no right of control over the manner in which the work



is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, Consultants or subConsultants.

15. INDEMNITY AND LITIGATION COSTS:

Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising in any manner by reason of negligent acts or negligent failure to act, recklessness, errors, omissions or willful misconduct incident to the performance of this Contract on the part of Consultant except such loss or damage which was caused by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII (or in the case of Worker's Compensation insurance, with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of original endorsements providing evidence of coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The Consultant agrees to furnish one copy of each required policy to the City, and additional copies as requested in writing, certified by an authorized representative of the insurer. The failure of Consultant or of any of its Consultants or sub-Consultants to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

C. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be endorsed to suspended, voided, canceled, terminated by either party, or reduced in coverage or in limits unless the Consultant has provided thirty (30) days' prior written notice by certified mail, return receipt requested, to the City.





E. Any deductibles, aggregate limits, pending claims or lawsuits which may diminish the aggregate limits, or self-insured retentions, must be declared to, and approved by, the City.

F. Aggregate Limits/Impairment.

If any of the insurance coverages required by this section contain annual aggregate limits, the Consultant must give the City notice of any pending claim or lawsuit which may diminish the aggregate. The Consultant must take steps to restore the impaired aggregates or provide replacement insurance protection. The City has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect City's protection are allowed without City's prior written consent.

G. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

H. The Consultant and its Consultants and sub-Consultants shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its Consultants and sub-Consultants of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its Consultants or sub-Consultants to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract.

I. Worker's Compensation and Employer's Liability Insurance.

1. Worker's Compensation Insurance to protect the Consultant, its Consultants and sub-Consultants from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and federal statutes and regulations. The Consultant shall execute a certificate of compliance with Labor Code Section 3700, on the form provided in the Contract Documents.

2. Consultant shall provide a Waiver of Subrogation endorsement in favor of the City, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant

J. Commercial General Liability Insurance

1. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000 per occurrence and \$2,000,000 general and products/completed operations aggregates.



2. The commercial general liability insurance shall also include the following:

a. Endorsement equivalent to CG 2010 1185 naming the City, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

b. Endorsement stating insurance provided to the City shall be primary as respects the City, its officers, officials, employees and any insurance or self insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

c. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.

e. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Consultant under the Contract, including, without limitation, set forth in Section 15, Indemnity and Litigation Costs.

K. Commercial Automobile Liability Insurance.

1. The commercial automobile liability insurance shall include, but shall not be limited to, protection against claims for death, bodily or personal injury, or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence.

2. The commercial automobile liability insurance shall include the same endorsements as required for Commercial General Liability Insurance (16.J.2 above.)

17. MISCELLANEOUS PROVISIONS:

A. Compliance With Laws. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work, including laws relating to prevailing wages pursuant to Labor Code section 1771 et seq.



B. Non-Discrimination. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation. Consultant shall comply with Section 122(a) of the State and Local Fiscal Assistance Act of 1972.

C. Inspection of Records. Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. Entirety of Agreement. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. Notices. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

CITY: Attn: City Manager
600 Sixth Street
Lincoln, CA 95648

CONSULTANT: ARC Alternatives
~~222 Sutter St.~~
~~6th Floor~~
~~San Francisco, CA 94108~~


144 Donald Drive
Moraga, CA 94556

F. Governing Law. This Contract shall be interpreted and governed by the laws of the State of California.

G. Venue. Any action arising out of this Contract shall be brought in Placer County, California, regardless of where else venue may lie.

H. Attorneys' Fees. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

I. Counterparts. The parties may execute this Contract in two or more counterparts, which shall, in the aggregate, be signed by all the parties, each counterpart shall be deemed an original instrument as against any party who has signed it.



J. Severability. If any term, provision, covenant, or condition of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.





ARC Alternatives

222 Sutter St. 6th Floor
San Francisco, CA. 94108

A handwritten signature in blue ink, appearing to read "Russell Driver", written over a horizontal line.

(Authorized Signature)

Russell Driver
Print Name

CITY OF LINCOLN,
a municipal corporation

Matthew Brower, City Manager

Dated

APPROVED AS TO FORM:

Leslie Walker, City Attorney

Dated

ATTEST:

City Clerk

Dated

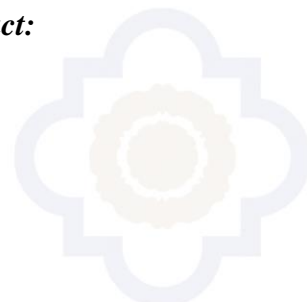
City Accountability:

Department responsible for contract:

Public Services

Staff responsible for contract:

Jennifer Hanson





ATTACHMENT A

SCOPE OF WORK

Task 1: Project Management

The scope of work provided and the cost estimate for this task shall include all activities necessary to conduct routine project management tasks (invoicing, maintaining project schedule, completion of progress reports, etc.).

Task 2: Solar Array Siting

The City would like to evaluate three viable sites for placement of the solar arrays for each project and have the analysis summarized in a memorandum.

Task 3: Prepare Preliminary Layout Drawings

Prepare preliminary layout drawings and single line diagrams showing how the arrays will connect to the WWTRF and/or City's electrical system and the local utility grid.

Task 4: Conduct Annual Power Production Cost Estimate

Conduct annual power production cost estimate and compare predicted levels for each site option.

Task 5: Prepare Specifications for Solar Array

Prepare the specifications for both solar arrays projects.

Task 6: Prepare Request for Quotation

Develop all required documents to release a Request for Quotation to qualified design-build contractors.

Task 7: PG&E Coordination

Assist the City with any required coordination with PG&E.

Task 8 Bid Support

Assist the City throughout the bid process.

Task 9 Contractor Selection

Assist the City with review of the design-build qualifications submitted and participate in the bidder interviews (up to three firms).

Task 10: Provide Support During Construction

Assist the City with responding to Requests for Information and with the evaluation of shop drawings.





EXHIBIT B

SCHEDULE OF PERFORMANCE

The work outlined in Exhibit A shall be completed no later than January 1, 2018, and shall not exceed One Hundred Nine Thousand Seven Hundred and Sixty One dollars (\$109,761), without City's prior written approval.





EXHIBIT C

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700 Labor Code § 1861

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT

By: 
Title - Principal

Russell Driver
Print Name

December 5, 2016
Date





EXHIBIT D

FACILITIES, EQUIPMENT, OTHER MATERIALS

Consultant shall be responsible for providing all necessary facilities, equipment and personnel to undertake the necessary task(s) outlined in **Exhibit A.**





11A

CITY COUNCIL REPORT

SUBJECT: AN UNCODIFIED URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINCOLN MAKING FINDINGS AND EXTENDING A TEMPORARY MORATORIUM PROHIBITING THE OUTDOOR CULTIVATION OF MARIJUANA AND PROHIBITING THE SALE OF NONMEDICAL MARIJUANA

SUBMITTED BY: Mona G. Ebrahimi, City Attorney

DEPARTMENT: City Attorney

DATE: December 13, 2016

STRATEGIC RELEVANCE: Necessary Administrative Action/Infrastructure

STAFF RECOMMENDATION(S):

City staff recommends that the City Council of the City of Lincoln:

- 1) Open the public hearing and take public comment;
- 2) Read by title only and waive further reading of draft Ordinance 933B; adopt Ordinance 933B making findings and extending a temporary moratorium on the outdoor cultivation of marijuana and prohibiting the retail sale of nonmedical marijuana for a period of ten (10) months and fifteen (15) days; and
- 3) Find that the ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060(c)(2) and 15061(b)(3).

BACKGROUND / INTRODUCTION:

California voters passed Proposition 64 on November 8, 2016 legalizing the recreational use of marijuana in California by adults aged 21 and over. The measure permits the personal use and cultivation of marijuana and creates a statewide dual licensing scheme for the regulation of marijuana-related businesses, including commercial cultivation, distribution, testing, delivery, and retail establishments.

Under Proposition 64, cities retain a large measure of local measure of local control. Proposition 64 enacts Health and Safety Code section 11362.2(b)(3), permitting a local agency to prohibit the planting, cultivation, harvesting, drying or processing of marijuana plants outdoors.

Proposition 64 contains provisions which permit the wholesale and retail sale of nonmedical marijuana except as prohibited or regulated by a local agency. Proposition 64 also enacted Business and Professions Code section 26200, permitting a local agency to prohibit the establishment of retail marijuana businesses as specified in proposed Business and Professions Code section 26070.



The City does not have business licensing or zoning regulations governing nonmedical marijuana retail establishments. The City adopted an urgency ordinance establishing a moratorium prohibiting the outdoor cultivation of marijuana and prohibiting the sale of nonmedical marijuana, on November 15, 2016. The purpose of the moratorium was to give the City an opportunity to study and develop regulations to address the impacts of outdoor cultivation of marijuana and also to study the potential impacts and establish licensing and zoning to regulate the sale of nonmedical marijuana. The City has not yet completed the study and drafting of the regulations. In order to provide time to complete these tasks, staff recommends the City adopt a second urgency ordinance extending the moratorium for a period of ten (10) months and fifteen (15) days, following a public hearing. Government Code section 65858 permits such an extension, provided notice is given in accordance with Government Code section 65090, a hearing is held, and the extension is approved by a four-fifths (4/5ths) vote of the City Council. Notice was provided in the *Lincoln News Messenger* in accordance with the Government Code.

This Ordinance is not subject to review under CEQA pursuant to CEQA Guidelines sections 15060, subdivision (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061, subdivision (b)(3) (there is no possibility the activity in question may have a significant effect on the environment).

CONCLUSION:

Staff recommends the City Council adopt Ordinance 933B making findings and extending the moratorium on the outdoor cultivation of medical marijuana and prohibiting the sale of nonmedical marijuana for a period of ten (10) months and fifteen (15) days, and find that the Ordinance is not subject to CEQA pursuant to CEQA Guidelines sections 15060(c)(2) and 15061(b).

Pursuant to Government Code section 65858(a), the moratorium will expire after ten (10) months and fifteen (15) days.

ALTERNATIVES:

1. Do not adopt the moratorium.
2. Provide staff further direction.

FISCAL IMPACT:

None

CITY MANAGER REVIEW OF CONTENT: MB

APPROVED AS TO LEGAL FORM: LZW

ATTACHMENTS:

Ordinance - Introduction by Title Only



URGENCY ORDINANCE NO. 933B

AN UNCODIFIED URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINCOLN MAKING FINDINGS AND EXTENDING A TEMPORARY MORATORIUM PROHIBITING THE OUTDOOR CULTIVATION OF MARIJUANA AND PROHIBITING THE SALE OF NONMEDICAL MARIJUANA

WHEREAS, the City of Lincoln re-affirms and confirms that the zoning code is adopted and operates under the principles of permissive zoning, meaning that any land use not specifically authorized or identified in the zoning code is prohibited; and

WHEREAS, Proposition 64 enacted Health and Safety Code section 11362.2(b)(3), which permits a local agency to prohibit the planting, cultivation, harvesting, drying or processing of marijuana plants outdoors upon the grounds of a private residence; and

WHEREAS, Proposition 64 enacted Business and Professions Code section 26200, which permits a local agency to prohibit the establishment of retail marijuana businesses as specified in proposed Business and Professions Code section 26070; and

WHEREAS, it is in the interest of the City, its residents, and its lawfully permitted businesses that the City adopt regulations addressing the outdoor cultivation of marijuana so as to limit potential negative impacts while allowing City residents the ability to grow marijuana as authorized by proposed Health and Safety Code section 11362.1; and

WHEREAS, it is in the interest of the City, its residents, and its lawfully permitted businesses that the City adopt regulations concerning the appropriate business licensing and zoning for nonmedical marijuana retailers; and

WHEREAS, the City wishes to impose land use regulations on marijuana cultivation; and

WHEREAS, the City wishes to impose business licensing and land use regulations which will govern the establishment of marijuana establishments; and

WHEREAS, the City must study and analyze concerns about the potential negative impacts on the public health, safety, and welfare arising from outdoor marijuana cultivation, including, but not limited to, nuisance odors associated with outdoor marijuana cultivation, criminal activity, and other impacts; and

WHEREAS, the City must study and analyze concerns about the potential negative impacts on the public health, safety, and welfare arising from the sale of nonmedical marijuana, including, but not limited to, licensing oversight, criminal and nuisance activity, nuisance odor, parking, and other impacts; and

WHEREAS, the City must study the scope of the City's police power and draft the necessary municipal code provisions; and

WHEREAS, the City intends to consider or study or intends to prepare a marijuana cultivation and marijuana sale zoning proposal, and a retail marijuana business license ordinance proposal within a reasonable time, to determine whether and to what degree outdoor marijuana cultivation and marijuana sales should be regulated to ensure these uses are undertaken in

conformance with the City's General Plan, Zoning Ordinance, Business Licensing Ordinance, and applicable California Health and Safety Code and Business and Professions Code provisions; and

WHEREAS, the City Council hereby finds that this Ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060, subdivision (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061, subdivision (b)(3) (there is no possibility the activity in question may have a significant effect on the environment). In addition to the foregoing general exemptions, the City Council further finds that this Ordinance is categorically exempt from review under CEQA under the Class 8 Categorical Exemption (regulatory activity to assure the protection of the environment); and

WHEREAS, Government Code section 65858 expressly authorizes the City Council to adopt an urgency ordinance prohibiting any uses which may be in conflict with a contemplated general plan, specific plan, or zoning proposal which the legislative body of the City or the planning commission or the planning department is considering or studying or intends to study within a reasonable time, for the purpose of the immediate preservation of the public health, safety, or welfare; and

WHEREAS, the duration of a moratorium established pursuant to Government Code section 65858 is forty-five (45) days, and may be extended for a period of ten (10) months and fifteen (15) days if approved by four-fifths (4/5ths) vote of the Council following notice and a hearing; and

WHEREAS, on November 15, 2016, the City adopted Urgency Ordinance 932B establishing a temporary moratorium prohibiting the outdoor cultivation of marijuana, and prohibiting the sale of nonmedical marijuana in order to provide the City with time to study and develop regulations to address the impacts of outdoor cultivation of marijuana and also to study the potential impacts and establish licensing and zoning to regulate the sale of nonmedical marijuana.

WHEREAS, notice was published in the *Lincoln News Messenger*, the newspaper of general circulation, pursuant to Government Code section 65090; and

WHEREAS, the City Council held a public hearing and took comments on the proposed extension of the moratorium; and

WHEREAS, the City desires the ordinance extending the temporary moratorium take effect immediately upon its adoption in accordance with Section 36934 of the California Government Code; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LINCOLN HEREBY ORDAINS AS FOLLOWS:

Section 1. Findings. The recitals set forth above are hereby incorporated by reference. Additionally, the City Council finds as follows:

1. The outdoor cultivation of marijuana and sale of nonmedical marijuana have significant impacts or the potential for significant impacts on the City.

2. These impacts include increased robberies, burglaries, and other crimes, and the nuisance of strong and noxious odors.
3. Health and Safety Code section 11362.2 allows cities and counties to adopt and enforce local regulations prohibiting the outdoor cultivation of marijuana.
4. The unregulated outdoor cultivation of marijuana in the City can adversely affect the health and safety of the City and its residents. Comprehensive civil regulation of premises used for marijuana cultivation is proper and necessary to avoid the risks of criminal activity, degradation of the natural environment, and malodorous smells may result from unregulated outdoor marijuana cultivation.
5. It is the purpose and intent of this chapter to implement state law by providing a means for regulating the cultivation of marijuana in a manner that is consistent with state law and which balances the needs of residents who desire to cultivate marijuana with the health and safety of residents and businesses in the City.
6. The limited right to cultivate marijuana plants granted under Health and Safety Code section 11362.1(a)(3) does not confer the right to create or maintain a public nuisance. By extending the temporary moratorium contained in this chapter, the City of Lincoln will achieve a significant reduction in the aforementioned harms and potential harms caused or threatened by the unregulated cultivation of marijuana in the City.
7. There is a current and immediate threat to the public health and safety of the City and its community, thereby necessitating the immediate enactment of this urgency ordinance in order to ensure that the outdoor cultivation and sale of nonmedical marijuana only occur under adequate regulations.

Section 2. Moratorium. Based on the recitals, and the findings above, the City Council hereby declares the following temporary moratorium.

1. For as long as the moratorium is in effect, the outdoor cultivation of nonmedical marijuana is hereby prohibited within City limits.
2. For as long as the moratorium is in effect, the sale of nonmedical marijuana is hereby prohibited within City limits.

Section 3. Authority. Based on the foregoing recitals and findings which are all deemed true and correct, this interim ordinance is urgently needed for the immediate preservation of the public health and safety. This urgency ordinance is enacted pursuant to the authority conferred upon the City Council of the City of Lincoln by Government Code section 36934, and therefore shall be in full force and effect immediately upon its adoption by a four-fifths (4/5ths) vote of the City Council.

Section 4. Enforcement. Violations of this chapter shall constitute a public nuisance and may be enforced pursuant to the provisions of Chapter 8.08 or any other applicable law.

Section 5. Severability. If any provision, clause, word, sentence or paragraph of this Ordinance, or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not result in the invalidity of the entire chapter which can be given effect without the invalid provision or application. The City Council

hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

Section 6. CEQA. The City Council hereby finds that this Ordinance is not subject to review under CEQA pursuant to CEQA Guidelines sections 15060, subdivision (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061, subdivision (b)(3) (there is no possibility the activity in question may have a significant effect on the environment). In addition to the foregoing general exemptions, the City Council further finds that this Ordinance is categorically exempt from review under CEQA under the Class 8 Categorical Exemption (regulatory activity to assure the protection of the environment).

Section 7. Effective Date and Justification of Urgency. This Ordinance shall take effect immediately upon its adoption as an Urgency Ordinance. A statement of the reason for its urgency is that unless adopted, the public's health and safety may be at risk because Proposition 64 contains provisions which permit the outdoor cultivation of marijuana except as prohibited or regulated by a local agency, and that it permits the sale of nonmedical marijuana except as prohibited or regulated by a local agency. If this Ordinance was not immediately effective, the City would not be able to regulate the outdoor cultivation of marijuana or the sale of nonmedical marijuana. Therefore, its immediate effect is necessary for the preservation of the public health and safety.

Section 8. Publication. The City Clerk shall certify the passage of this Ordinance and cause a summary of this Ordinance to be published after its passage, with the names of those members of the City Council voting for and against this Ordinance, in a newspaper of general circulation, published and circulated in the City in accordance with Section 36933 of the Government Code. The full text of this Ordinance will be available for viewing in the City Clerk's Office.

This Ordinance was **PASSED and ADOPTED** by a four-fifths (4/5ths) vote of the City Council of the City of Lincoln on December 13, 2016.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Peter Gilbert, Mayor

ATTEST:

Gwen Scanlon, City Clerk



11B

CITY COUNCIL REPORT

SUBJECT: Public Hearing regarding Adoption of Text Amendments to Chapter 18.22, Commercial District (Outdoor Storage), and 18.60, Alcohol Sales

SUBMITTED BY: Jim Bermudez, Development Services Manager

DEPARTMENT: Community Development

MEETING DATE: December 13, 2016

STRATEGIC RELEVANCE: Economic Development

STAFF RECOMMENDATION(S):

Staff respectfully recommends that the City Council:

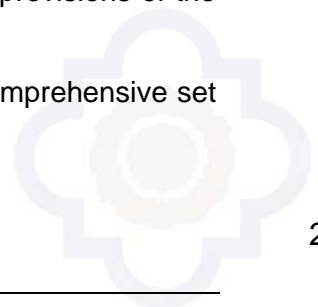
1. Conduct a Public Hearing; and,
2. Waive full reading and introduce Ordinances by title and number the following Text Amendments to the following Chapters of the Lincoln Zoning Ordinance:
 - (a.) Adopt an Ordinance amending Chapter 18.22 – Commercial District; and,
 - (b) Adopt an Ordinance amending Chapter 18.60 – Alcohol Sales.
3. Recommend that the City Council find the project Categorically Exempt pursuant to California Code of Regulations Section 15061(b)(3) – General rule of no potential for causing significant impact and Section 15060(c)(2) – The activity is not subject to CEQA if it will not result in a direct or reasonably foreseeable indirect physical change in the environment; and,

BACKGROUND:

The City Council approved General Plan 2050 on March 25, 2008. Traditionally, agencies will update the zoning ordinance after adoption of a General Plan to ensure certain zoning and development codes accurately reflect the vision and ideas embodied in the General Plan. Aside from State mandated code changes since its adoption, a comprehensive code update to the Zoning Ordinance has yet to be implemented. This past February, the Council directed staff to return during the last quarter of the year with a set of proposed Zoning Code amendments.

Staff provided Council a comprehensive list of proposed amendments at its most recent work session meeting on November 1st. One of the objectives of the workshop included an agenda item to review a comprehensive set of zoning amendments which staff would then subsequently commence a public hearing process. Given the limited time allotted at the work session meeting, staff identified two code amendments that are time sensitive in nature and brought those items forward for detailed discussion. At the November work session meeting, Council directed staff to proceed with amendments to alcohol sales and outdoor sales provisions of the Zoning Ordinance.

Staff intends to return to the Planning Commission and Council with a more comprehensive set of amendments over the next several months.



FINDINGS/ANALYSIS:

Staff is seeking to amend Chapter 18.22, Commercial District (Outdoor Storage), and 18.60, Alcohol Sales.

Outdoor Storage

Over the past year the City has experienced an increase of product, including the influx of containers and vending boxes, being stored outdoors on property of local businesses without the required conditional use permit. Currently, section 18.22.030 of the City's zoning ordinance requires a conditional use permit for outdoor storage and sales. In an effort to address the current trend, staff proposes revising section 18.22.030 to clarify the types of outdoor storage requiring a conditional use permit and include examples of circumstances in which a conditional use permit is required. Staff seeks to broaden the circumstances under which a conditional use permit is required by adding the bold language below:

13. Outdoor storage, **displays, sales, and rentals (including but not limited to and by way of example only: propane tanks, rental kiosks, vending machines, clothing bins, and tires**

The proposed provision would curtail the placement of outdoor structures which can become an eye sore and be perceived as a negative aesthetic impact to the community.

Alcohol Sales

The City requires a Conditional Use Permit (CUP) for alcohol sales. In some cases, businesses use alcohol in manufacturing products and/or conduct only limited sales of alcohol such as in dessert food items. In these instances the state Alcohol Beverage Control (ABC) requires a Type 20 license (similar to those assigned to a convenience market) and the City requires a CUP. The use permit processing fee is \$1,605.00.

At the November 1st Council working meeting, Council directed staff to amend the zoning ordinance to permit the sale of alcohol for commercial businesses where the sale of alcohol is not considered its primary use and the product is less than 3% of display area, without a CUP.

At the November 16, 2016 Planning Commission meeting, staff introduced the proposed amendment. During the review of the proposed amendment, the Planning Commission raised questions and expressed concerns regarding the purpose and need to amend the provision and the consequences of allowing a percentage of alcohol to be sold without the review of the Planning Commission, and possible unintended consequences of allowing an incidental use that could potentially be exploited by businesses. The Commission further expressed concerns regarding the enforcement of such a provision tied to a percentage of display area, specifically, businesses with sizable square footage would result in larger sales area than what is intended with adoption of the proposed provision. Questions were raised regarding the enforcement of the provision and how monitoring would occur.

During the discussion, staff highlighted a business seeking to utilize alcohol for manufacturing purposes and seeking limited/incidental sales of products such as dessert food items or bottled liqueur items. The Commission expressed support for all businesses in the City, and was empathetic to the desires of the business. However, the Commission expressed that the purpose of requiring a use permit for alcohol sales is the ability of the Commission to consider the parameters and effects of land uses within the community. The Commission was not willing to relinquish its authority to review the location of proposed alcohol sales and the compatibility of such use with surrounding uses. As such, the Commission advised staff to modify the above

provision to remove reference to a display area and allow for alcohol as a permitted use, not subject to a conditional use permit, when used for manufacturing purposes. The following text reflects the Commission's recommendation:

18.60.10 (e). Use of Alcohol for purposes of manufacturing and processing, which does not include the onsite retail sale of such product is permitted and not subject to Conditional Use Permit.

ENVIRONMENTAL REVIEW:

The proposed ordinance is exempt from the California Environmental Quality Act (Pub. Resources Code section 21000 et seq., "CEQA") pursuant to Public Resources Code section 21065, CEQA Guidelines section 15060(c)(2) – because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, and CEQA Guidelines section 15061(b)(3) because there is no possibility that the activity in question may have a significant effect on the environment.

CONCLUSION:

Staff recommends that the City Council conduct a public hearing and adopt the proposed amendments which would curtail the placement of outdoor storage items and permit a limited amount of alcohol when used for manufacturing purposes.

ALTERNATIVES:

1. The City Council may elect not to adopt the proposed amendments.
2. The City Council may adopt a modification of 18.22.030 and 18.60.10 as proposed by the Planning Commission. Should Council consider modifying the Planning Commission's decision in regards to 18.60.10 (Alcohol Sales), staff would suggest the revised language be consistent with the initial direction provided by Council which would allow a retail component of alcohol sales based on a percentage of display area and limiting the floor area. In order to balance the concerns of Council, with the concerns expressed by the Planning Commission, staff would recommend the following alternative text:

18.60.10 (e). Sale of Alcohol where the sale of alcohol is not considered the business' primary use the product storage and display occupies less than three percent of the Floor Area Ratio or is less than ten square feet, whichever is less.

FISCAL IMPACT:

There is no fiscal impact.

LEGAL REVIEW: LZW

ATTACHMENT:

Ordinances

ORDINANCE NO. 934B

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINCOLN, CALIFORNIA, AMENDING CHAPTER 18.22.030, CONDITIONAL USES (OUTDOOR STORAGE) TO THE LINCOLN ZONING ORDINANCE, AND FINDING THIS PROJECT IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, Section 1.01.050 of the Lincoln Municipal Code provides for amendments to the Lincoln Municipal Code by the City council; and,

WHEREAS, Title 18, Chapter 18.92, of the Lincoln Municipal Code provides for the amendment of the Title by changing the text whenever the public necessity, convenience, or general welfare requires such amendment; and,

WHEREAS, a public notice describing the proposed amendments to the Lincoln Zoning Ordinance relative to Title 18 was published in the Lincoln News Messenger, a newspaper of general circulation, in accordance with section 6061 of the California Government Code; and,

WHEREAS, the Planning Commission of the City of Lincoln held a public hearing on November 16, 2016, and reviewed and considered the staff report relating to the amendment, the written and oral evidence presented to the Planning Commission in support of and in opposition to the various amendments, voted to recommend that the City Council amend the City's Zoning Ordinance.

NOW, THEREFORE, the City Council of the City of Lincoln does hereby find that there is a public necessity to amend the zoning ordinance to curtail the placement of outdoor storage items and structures, as follows:

Section 1. Section 18.22.030 Conditional Uses.

13. Outdoor storage, **displays, sales, and rentals (including but not limited to and by way of example only: propane tanks, rental kiosks, vending machines, clothing bins, and tires)**

Section 2. Pursuant to Section 1.6 of the City of Lincoln's Environmental Guidelines, the City of Lincoln's Community Development Director has reviewed the proposed amendments and determined that it is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the CEQA Guidelines; which, provides under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, and a Notice of Exemption will be recorded with the project; and,

Section 3. No Mandatory Duty of Care: This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 4. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 5. Savings Clause. The provisions of this ordinance shall not affect or impair an act done or right vested or approved or any proceeding, suit or prosecution had or commenced in any cause before such repeal shall take affect; but every such act done, or right vested or accrued, or proceeding, suit or prosecution shall remain in full force and affect to all intents and purposes as if such ordinance or part thereof so repealed had remained in force. No offense committed and no liability, penalty or forfeiture, either civilly or criminally incurred prior to the time when any such ordinance or part thereof shall be repealed or altered by said Code shall be discharged or affected by such repeal or alteration; but prosecutions and suits for such offenses, liabilities, penalties or forfeitures shall be instituted and proceeded with in all respects as if such prior ordinance or part thereof had not been repealed or altered.

Section 6. This ordinance shall take effect thirty (30) days after its passage. Within fifteen (15) days of its passage, this ordinance shall be published once in the *Lincoln News Messenger*, a newspaper of general circulation within the City. In lieu of publication of the full text of this ordinance within fifteen (15) days after its passage, a summary of this ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council and a certified copy shall be posted in the office of the City Clerk, pursuant to Government Code Section 36933(c)(1).

PASSED AND ADOPTED THIS 13th day of December, 2016, by the following roll call vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Peter Gilbert, Mayor

ATTEST:

Gwen Scanlon, City Clerk

ORDINANCE NO. 935B

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINCOLN, CALIFORNIA, AMENDING CHAPTER 18.60, ALCOHOL SALES TO THE LINCOLN ZONING ORDINANCE, AND FINDING THIS PROJECT IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, Section 1.01.050 of the Lincoln Municipal Code provides for amendments to the Lincoln Municipal Code by the City council; and,

WHEREAS, Title 18, Chapter 18.92, of the Lincoln Municipal Code provides for the amendment of the Title by changing the text whenever the public necessity, convenience, or general welfare requires such amendment; and,

WHEREAS, a public notice describing the proposed amendments to the Lincoln Zoning Ordinance relative to Title 18 was published in the Lincoln News Messenger, a newspaper of general circulation, in accordance with section 6061 of the California Government Code; and,

WHEREAS, the Planning Commission of the City of Lincoln held a public hearing on November 16, 2016, and reviewed and considered the staff report relating to the amendment, the written and oral evidence presented to the Planning Commission in support of and in opposition to the various amendments, voted to recommend that the City Council amend the City's Zoning Ordinance.

NOW, THEREFORE, the City Council of the City of Lincoln does hereby find that the amendment of the zoning ordinance to permit limited alcohol use without a conditional use for manufacturing purposes by promoting business in the City of Lincoln without compromising the health and safety of the community:

Section 1. Section 18.60.10 Application for determination of public convenience or necessity for sale of alcohol.

18.60.10 (e). Use of Alcohol for purposes of manufacturing and processing, which does not include the onsite retail sale of such product is permitted and not subject to Conditional Use Permit.

Section 2. Pursuant to Section 1.6 of the City of Lincoln's Environmental Guidelines, the City of Lincoln's Community Development Director has reviewed the proposed amendments and determined that it is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the CEQA Guidelines; which, provides under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, and a Notice of Exemption will be recorded with the project; and,

Section 3. No Mandatory Duty of Care: This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 4. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 5. Savings Clause. The provisions of this ordinance shall not affect or impair an act done or right vested or approved or any proceeding, suit or prosecution had or commenced in any cause before such repeal shall take affect; but every such act done, or right vested or accrued, or proceeding, suit or prosecution shall remain in full force and affect to all intents and purposes as if such ordinance or part thereof so repealed had remained in force. No offense committed and no liability, penalty or forfeiture, either civilly or criminally incurred prior to the time when any such ordinance or part thereof shall be repealed or altered by said Code shall be discharged or affected by such repeal or alteration; but prosecutions and suits for such offenses, liabilities, penalties or forfeitures shall be instituted and proceeded with in all respects as if such prior ordinance or part thereof had not been repealed or altered.

Section 6. This ordinance shall take effect thirty (30) days after its passage. Within fifteen (15) days of its passage, this ordinance shall be published once in the *Lincoln News Messenger*, a newspaper of general circulation within the City. In lieu of publication of the full text of this ordinance within fifteen (15) days after its passage, a summary of this ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council and a certified copy shall be posted in the office of the City Clerk, pursuant to Government Code Section 36933(c)(1).

PASSED AND ADOPTED THIS 13th day of December, 2016, by the following roll call vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Peter Gilbert, Mayor

ATTEST:

Gwen Scanlon, City Clerk